

T H E  
**Solicitor's Guide** <sup>of</sup>  
164 A N D  
**Tradesman's Instructor,**  
C O N C E R N I N G  
**B A N K R U P T S.**

C O N T A I N I N G

The Law relating thereto ; with plain Directions whereby every one may see how he may be affected by, and in what Manner act under a Commission of Bankrupt ; whether he be DEBTOR, CREDITOR OR ASSIGNEE : Also the BANKRUPT is shewn his Interest and Duty, and the Method to obtain his Certificate, and the Solicitor (or his Clerk) enabled to proceed under a Commission with Ease and Expedition.

To which is annexed

The various Forms of Proceedings, viz. Memorandums, Depositions, Examinations, Affidavits, Letters of Attorney, Orders of Dividend, Certificate, Bill of Fees, &c. with Instructions relating to the same.

*Richard Boote*

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By the AUTHOR of *The Solicitor's Practice in the High Court of Chancery epitomized.*

A N D

Revised by a COMMISSIONER OF BANKRUPTS.

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In the SAVOY:

Printed by CATHERINE LINTOT, Law-Printer to the King's most Excellent Majesty ; for J. WORRALL, at the Dove in Bell-Yard, near Lincoln's Inn. MDCCLX.

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T H E  
SOLICITOR'S GUIDE,  
A N D  
TRADESMAN'S INSTRUCTOR concerning  
B A N K R U P T S.

**T**H E Proceedings upon Commissions against Bankrupts are become so common, that there are very few Men in Trade but have or may have an Occasion to be concerned therein; either as Creditors of the Bankrupt, or Debtors to his Estate; especially such who live in this Metropolis, and other great Towns in the Kingdom; therefore an Extract of the Laws relating to Bankrupts, the Method of proceeding, and the Proceedings themselves under a Commission of Bankrupt, may be very necessary and useful to them, as well as to Attornies and Solicitors; Therefore it is intended in this Treatise to shew the Laws relating to Bankrupts, so far, that every Man may see how he may be affected by, and how act under a Commission in any concern he may have therewith, whether he be Debtor, Creditor, or Assignee; that the Bankrupt may see his Duty and Interest; and that the Solicitor and his Clerk may be instructed to act with Readiness and Propriety under a Commission of Bankrupt.

**Of a Bankrupt, and the Heads of the Statutes now in force relating to Bankrupts.**

A Bankrupt is that Person, whose Bank or Stock is so broken, and exhausted, that he is obliged to break and fail; and signifies every Man or Woman that by Buying and Selling hath got other Mens Goods or Money into his or her Hands, and by secreting him or herself endeavours to defraud his or her Creditors: And by the Stat. of 1 Jac. 1. c. 15. sect. 2. is described thus, viz. "*All and every Person who shall use the Trade of Merchandize by way of Bargaining, Exchange, Bartering or otherwise in Gross, or by seeking his or her Living by Buying and Selling, who shall depart his House, or absent himself, or suffer himself to be arrested for any Debt, or other Thing not grown due, for Money delivered, Wares sold, or other good Consideration, or shall suffer himself to be outlawed, or go to Prison, or fraudulently procure himself to be arrested, or his Money or*"

B

" Goods

" Goods attached, or make any fraudulent Conveyance of his Lands, Goods or Chattels, whereby his Creditors may be defeated in the Recovery of their just Debts; or being arrested for Debt, shall lie in Prison six Months or more upon such Arrest or Detention, shall be adjudged a Bankrupt." The 21 James 1. c. 19. *sect.* 2, hath other Descriptions of a Bankrupt, but they are declared void by 10 An. c. 15. *sect.* 1.

The Statutes concerning Bankrupts are the 34 & 35 H. 8. c. 5. 13 Eliz. c. 7. 1 J. 1. c. 15. 21 J. 1. c. 19. 13 & 14 Car. 2. c. 24. 8 & 9 W. 3. c. 20. 10 An. c. 15. 7 Geo. 1. c. 31. 5 Geo. 2. c. 30. 19 Geo. 2. c. 32. 24 Geo. 2. c. 57.

The 34 & 35 H. 8. c. 5. impowers the Lord Chancellor, Treasurer, &c. to take Order with the Bankrupt's Body, Land and Goods, &c.

The 13 Eliz. c. 7. *sect.* 2. impowers the Lord Chancellor upon Complaint in Writing against a Bankrupt, to appoint Commissioners to sell the Bankrupt's Lands, as well Copyhold as Free, Annuities, Goods, Chattels, Debts, &c. and by this Statute Creditors are to be sworn to the Value of their Debts, &c.

The 1 J. 1. c. 15. impowers the Commissioners to assign the Bankrupt's Debts, &c. to the Creditors, and proceed to Execution though the Bankrupt dies; and also that Persons suspected of detaining any of the Bankrupt's Goods may be arrested; and still refusing to deliver them shall be committed; and that Creditors shall be received if they come in within four Months; and that the Commissioners shall render the Bankrupt an Account, &c.

The 21 J. 1. c. 19. inflicts the Punishment of Pillory on Bankrupts fraudulently concealing their Effects, and gives the Commissioners Power to break open the Bankrupt's House, Chests, &c. for a Discovery of Goods; and another Person's Goods in the Bankrupt's Possession as his own to sell, &c. shall be disposed of by the Commissioners, &c.

The 13 & 14 Car. 2. c. 24. *sect.* 3, 4. enacts, That no Person adventuring Money in the East India Company, shall be judged thereby a Merchant or Trader, within any Statute of Bankrupts.

The 8 & 9 W. 3. c. 20. *sect.* 47. enacts, That no Member of the Corporation of the Bank of England, shall be adjudged liable to be a Bankrupt, within the Meaning of any Statute made against Bankrupts, for his Stock or Interest in the said Corporation.

The 10 An. c. 15. *sect.* 3. enacts, That the Discharge of a Bankrupt from his Debts, shall not discharge any other Person who was Partner with him, when he became Bankrupt, or was then jointly bound or had made any joint Contract together with such Bankrupt for the same Debts, from which he was discharged, but that notwithstanding such Discharge, such Partner, joint Obligor and joint Contractor with such Bankrupt, shall be liable to pay such Debts and to perform such Contracts, as if the said Bankrupt had never been discharged from the same.

The 7 Geo. 1. c. 31. impowers Persons having Bills, Notes, &c. upon a Bankrupt, payable at a Day to come, to prove them as Debts presently due, and to be entitled to a Dividend of the Bankrupt's Estate, allowing a Discount of Five per Cent. and that Bankrupts shall be discharged from such Bills, Notes, &c. But that no Creditor in respect of such Debts shall join in any Petition for suing forth any Commission of Bankruptcy till the Debt



Debt is actually due. But see 5 Geo. 2. c. 30. § 22. where Creditors in respect of such (4) Bills, Notes, &c. may Petition, or join in petitioning for Commission.

The 5 Geo. 2. c. 30. ordains, that if Bankrupts do not, after Notice in the *Gazette*, surrender themselves to the Commissioners in *forty-two Days* to be examined, and discover and deliver up all their Estates Real and Personal, or do conceal their Goods to the Value of 20*l.* they shall be adjudged guilty of Felony without Benefit of Clergy, *Sec.* 1. But the Lord Chancellor, Lord Keeper, &c. may enlarge the Time for surrendering not exceeding *fifty Days further*, *Sec.* 3. They are to deliver up all Books of Accounts, Writings, &c. on Oath to the Assignees, *Sec.* 4. And that they shall be allowed 5*l.* per Cent. so as not to exceed 200*l.* if they pay 10*s.* in the Pound, and 7*l.* 10*s.* per Cent. not above 250*l.* if they pay 12*s.* 6*d.* in the Pound; and 10*l.* per Cent. not exceeding 300*l.* if they pay 15*s.* in the Pound, *Sec.* 7. But that no Advantage shall be given to any Bankrupt who hath lost 5*l.* a Day, or 100*l.* a Year at Gaming, or 100*l.* by Stock jobbing, &c. *Sec.* 12. That the Body of the Bankrupt only, and not his future Estate is to be discharged, except he pays 15*s.* in the Pound, *Sec.* 9. That four Parts in five in Number and Value of the Creditors, for not less than 20*l.* are to sign their Certificates and consent to their Discharge, &c. of which signing an (a), Affidavit is to be made, and other Creditors may be heard against it, *Sec.* 10. That Bonds or Notes given to any Creditor to consent to a Certificate shall be void, *Sec.* 11. And if the Person issuing out a Commission, have privately more than the other Creditors, the Commission may be superseded and he shall lose his Debt, *Sec.* 24. That no Commission shall be granted unless the Debt of one Creditor amounts to 100*l.* of two Creditors to 150*l.* or of three to 200*l.* on (b) Affidavit to be made thereof, *Sec.* 23. That Bankrupts shall be apprehended on a Commission issued and certified, by virtue of a Justice's Warrant, *Sec.* 14. and refusing to be examined the Commissioners may commit them, *Sec.* 16. That Notice shall be given to Creditors to meet and chuse Assignees, and prove Debts, which they may do without paying Contribution, *Sec.* 25. That Persons discovering a Bankrupt's Estate shall be allowed 5*l.* per Cent. *Sec.* 20. Concealing Trusts to forfeit 100*l.* and double Value, *Sec.* 21. That new Assignees may be chosen by the Creditors, that the Old ones shall deliver up Effects to them under the Penalty of 200*l.* and Costs, *Sec.* 30. That Assignees may compound for Debts due to a Bankrupt, *Sec.* 35. That after the End of *four Months* and *within* 12 Months Assignees are to account, and then a Dividend shall be made, *Sec.* 33. That there may be a second Dividend in 18 Months, if the Effects are not wholly divided on the first, which shall be final, unless any Law Suit is depending or the Effects are not disposed of, *Sec.* 37. That on Petition to the Lord Chancellor, &c. the Proceedings may be recorded, and Copies given in Evidence, *Sec.* 41. That Commissioners shall take an Oath for the faithful Execution of their Trusts, *Sec.* 43. who are to be allowed 20*s.* a Day, and nothing for Expences, *Sec.* 42. That Attornies and Solicitors (c) Bills are to be adjusted by a Master in

(a) See Appendix N° 26.  
N° 29.

(b) See Appendix N° 1.

(c) See Appendix

Chancery, for which and his Certificate thereof he shall have 20 s. *Stat.* 46. i. c. *Bills after Assignees are chosen; for by same Statute:* The petitioning Creditors shall prosecute the Commission till Assignees are chosen, and the Commissioners shall at the Meeting for chusing Assignees ascertain such Costs, and by Writing shall order the Assignees to reimburse such Creditor out of the first Effects got in, *sect.* 25.

The 19 *Geo. 2. c. 32.* enacts, That no real Creditor of a Bankrupt shall be liable to refund to the Assignees any Money, which before the suing forth the Commission was in Course of Trade received by him of the Bankrupt, before he had Knowledge of the Person's being a Bankrupt or Insolvent.

The 24 *Geo. 2. c. 57. Sect. 9.* enacts, That where Persons shall fraudulently swear or affirm before the Commissioners, or by Affidavit or Affirmation, that a Sum of Money is due from a Bankrupt, which shall not be really due, and shall, in respect of such fictitious Debt, sign his Consent to a Certificate of such Bankrupt's Discharge from his Debts, that unless such Bankrupt shall, before the Commissioners shall have signed such Certificate, by Writing by him to be signed and delivered to one or more of the Commissioners or Assignees, disclose the said Fraud, and object to the Reality of such Debt, such Certificate shall be void, and such Bankrupt shall not be discharged, or receive any Benefit or Allowance by Virtue of 5 *Geo. 2. c. 30. sect. 7.* and by *Sect. 10. 24 Geo. 2. c. 57.* where any Creditor resides in foreign Parts, his Letter of Attorney attested by a Notary Public in usual Form, shall be sufficient Evidence of the Authority, by which any Person thereby authorized shall sign any Certificate.

From these Extracts, 'tis plain, that the Laws relating to Bankrupts are best seen from the Acts themselves, where the Reasons conducing to the making of them, and the Mischiefs intended from time to time to be redressed, will necessarily evince the Remedies to be administered are exceeding good, and beneficial to the honest Trader; and though the same Laws under proper Heads may be somewhat more fully set forth in the subsequent Part hereof, yet we may observe here, that 'tis not the buying and selling of Land, but of personal Things that makes a Man liable to be Bankrupt; (a) nor is it buying only, or selling only, but it is both buying and selling; and every one that gets, or endeavours and seeks to get his Living by buying and selling in Trade, and Merchandize, may be a Bankrupt, on his failing therein: So an Attorney may be a Bankrupt by buying and selling in Trade and Merchandize, and tho' he is of no proper Calling as a Tradesman, yet he shall be considered as a Dealer and Chapman in Trade and Merchandize; Farmers and Graziers are excepted out of the Statutes, as buying and selling is not their only or principal Means of Livelihood; so an Innkeeper is not within the Statute, because, though he buys Provision to be spent in his House, yet he does not properly sell it, but utters it to his Guests at no certain Price. *Cro. Car. 395.* So a Taylor, as such, is not within the Words of the Statute, because he lives by making of Garments, and not by buying and selling; yet these and all others are not so excepted but they may be liable to a Bankruptcy by buying and selling, as where a Taylor buys Cloth and sells it in Garments, thereby seeking a

Profit by buying and selling such Cloth; an Innkeeper buying Wines, Corn, &c. and such Men are usually considered as Dealers and Chapmen.

A Feme sole Merchant in London may be a Bankrupt. *Stow's Reading* 48. *Read. on Stat. Law* 186.

If a Merchant gives over Trade, and afterwards becomes *Non-solvent* for Money he owed while in Trade, he is a Bankrupt; but not for New Debts, or Old Debts continued on a new Security. *Vent.* 5, 29.

Where there are two Partners in Trade, and one breaks (by any separate Dealing out of the Partnership Trade) the other shall not be charged with the whole, but the Estate belonging to the Joint Trade ought to be divided. *Mod. Rep.* 45. And if one of them becomes Bankrupt, it will not affect the other, 3 *Salk.* 61. but where by the Dealing of one of them Credit is given to both, they both become Bankrupts; so Acts discharging a Bankrupt, shall not discharge any Partner in Trade, or one jointly bound with the Bankrupt. *Danv. Abr.* 686. 10 *An. c.* 15. *sect.* 3.

The Acts of Bankruptcy are set forth by the Statute, but 'tis to be observed, that a Man's departing from his House, or absenting himself, &c. must be with an Intent to defraud his Creditors; for on a Man's going away, a meer Suspicion that he is gone with that Intent, or the Report of his Neighbourhood 'tis so, is not sufficient Proof of a Bankruptcy, unless Length of Time or other Circumstances concur; for the Man may be gone upon Business, and suspected wrongfully; a general Report may be a false Report:

If a Man goes sometimes at large, so that he may be met with some Time or other, it will excuse him; but if he keeps in his own House, or in the House of another, or on Ship-board for fear of being arrested; or being at Home orders himself to be denied to a Creditor, or having an Execution privately in his House, &c. are good Proofs of a Bankruptcy.

A *Denying* is frequently made use of by Tradesmen themselves, to give Colour to a Proof of an Act of Bankruptcy, that a friendly Commission may issue thereon in order to get released from Debts.

The Commissioners have a Power to adjudge a Man a Bankrupt, on the Oath of any one Witness to an Act of Bankruptcy; yet in an Action, the Jury must find whether he was so, or not; for if a Commission is not duly obtained against a Person, he may traverse it by saying he is not a Bankrupt. 8 *Rep.* 121.

And where a Commission is not duly obtained, any one or more of the Bankrupt's Creditors may join and supersede it; as if a Bankrupt after a Commission issued pay the Person who sued it out, or deliver him Goods or Security for his Debt, whereby he may have more in the Pound than the other Creditors, such Payment, &c. is an Act of Bankruptcy, whereby such Commission may be superseded, and another awarded, and the Person receiving such Goods, or other Satisfaction, forfeits as well his Debt, as what he received, which he must pay back and deliver up (or the full Value thereof) to be divided amongst the other Creditors. 5 *Geo. 2. c.* 30. *sect.* 24.

A Bond Creditor, conditioned to be paid at a future Day, may be a petitioning Creditor; and obtain a Commission by Virtue thereof. 5 *Geo. 2. c.* 30. *sect.* 22.



## To take out a Commission.

The first Thing to be considered, is the Proof of an Act of Bankruptcy; the Acts of Bankruptcy are very many, as may be seen by the Statutes; and on designed friendly Commissions no Difficulty can arise; because the Party is ready to do every Act his Friends shall direct, to ground a Proof upon; but on adverse Commissions, Difficulties may and do often arise for want of Proof; however, an Act of Bankruptcy being fixed on to be proved as sufficient within one or more of the Statutes, you then apply to the Clerk in the Secretary of Bankrupts Office for a (a) Bond to the Lord Chancellor to prove the Party a Bankrupt, which the Clerk will fill up from your Instructions, and charge 5 s. for, the Bond the petitioning Creditor must execute, and likewise make an (b) Affidavit of his Debt before a Master in Chancery if in Town, or a Master extraordinary in the Country.

This Bond being executed, and Affidavit sworn, you carry them to the same Office, and the Clerk will prepare a Petition to the Lord Chancellor on behalf of the petitioning Creditor (which is a Matter of Course) and likewise get a Commission sealed, the Expence of which is 4 l. 6 s. 8 d. if sealed at a public Seal, and 6 l. 8 s. 8 d. if sealed at a private Seal; exclusive of the Bond, Petition, and filing the Affidavit; and besides which the Clerk expects 5 s. as usual, but will not charge or demand it as a Fee, it being none; though the Commissioners generally allow it in Costs.

Having the Commission sealed, or whilst the Commission is preparing and sealing, you may speak to your Messenger to be ready to summon the Commissioners; The Commission is directed to five Commissioners (as they come in Course in the List of Commissioners) two of whom are Esquires of the Quorum, and the Messenger being informed of their Names from the Commission, will summons any three of them to meet as can attend, as soon as you appoint; The first Meeting is usually at the *Crown and Rolls Tavern*, or *Coffee-House*, or other convenient Place.

## Of the first Meeting.

The first Meeting is had for the Commissioners to find by Proof an Act of Bankruptcy committed, to see the petitioning Creditor's Debt proved, and to declare the Party a Bankrupt accordingly; therefore the Solicitor is to attend with the Commission by which they are authorized to Act, and with the Witness, or Witnesses, to prove the Bankruptcy; but if the petitioning Creditor lives in the Country or cannot attend this Sitting to prove his Debt, the Solicitor must have, and exhibit to the Commissioners an Office Copy of the Affidavit of his Debt filed in the Secretary's Office:

The Commissioners being met, the Solicitor opens the Commission, upon which the three Commissioners present administer an Oath to each other for the faithful Execution of their Trust, then they proceed to take the Proof of the petitioning Creditor's Debt by himself, if present, or by the Office Copy of his Affidavit then exhibited to them, then they proceed to

(a) See Appendix N<sup>o</sup> 2.

(b) See Appendix N<sup>o</sup> 1. 9.



examine the Proof of the Bankruptcy, and having read to, and examined the Witness or Witnesses as to the Facts, they will swear him or them to the Truth thereof; this done, they sign their Names to the (a) Memorandums of each Proceeding, (*though I presume 'tis the Commissioners Business to draw their own Proceedings, yet 'tis expected by them, and it is most usual, for the Solicitor to come prepared with the proper Forms thereof ready wrote fairly over*); this being finished, the Solicitor pays them 20 s. a piece, and seeing the Proceedings are signed by all the Commissioners, tacks them together in order; in the mean Time the Messenger present fills up proper Warrants for seizing the Bankrupt's Effects, advertizing the Bankruptcy in the *Gazette*, and for the Bankrupt to appear and surrender himself, &c. which Warrants the Commissioners sign, having consulted each other and the Solicitor, and fixed the Days convenient for that Purpose, of which the Commissioners take Memorandums in their Pocket Books; 'tis left to the Messenger to pay for the Room (5 s.) and advertise the Bankruptcy; and immediately to go and seize the Bankrupt's Effects, and put a Man in Possession of the same with the Commissioners Warrant, though on this he usually consults the Solicitor and his Client.

This first Meeting, and till the Seizure, is usually (on adverse Commissions) carried on with great Secrecy, to prevent any Suspicion, and concealing, or carrying away of the Bankrupt's Effects, by himself or others.

### Of the Advertisement in the Gazette, and three first public Meetings.

The Advertisement in the *Gazette*, is to declare the Bankruptcy, and to require the Bankrupt to surrender himself to the Commissioners, or the major Part of them, on the three several Days therein named, and make a full Discovery and Disclosure of his Estate and Effects; when and where the Creditors are to come prepared to prove their Debts; and at the second Meeting to chuse Assignees; and at the last sitting the Bankrupt is required to finish his Examination, and the Creditors are to assent to, or dissent from the Allowance of his Certificate.

These are the Three principal Meetings, appointed by the Act of Parliament to be published by the Commissioners, the Business of which, is partly set forth by the Advertisement, but not wholly so; for other Business may be, and is usually done on the two last, to save trouble and Expence, both by the Bankrupt, and his Assignees: At the first public Meeting there is seldom any Thing more to be done than the taking (b) Depositions of Creditors Debts, if the Bankrupt appears a (c) Memorandum is made of it, and thereby further Time is given him to make his Examination, so there is if he does not: At the second public Meeting after taking Depositions of such Creditors Debts as appear, the Creditors who have proved their Debts to be 10 l. or above (for no other has a Vote for Choice of Assignees) consult among themselves, and chuse one or more, usually of the greatest Creditors, to be the Assignee or Assignees of the

(a) See Appendix N<sup>o</sup> 3, 6. (b) See Appendix N<sup>o</sup> 4, 7, 8. (c) See Appendix N<sup>o</sup> 17.

Bankrupt's Effects; and such Creditors set their Names to a (a) Memorandum of their making such Choice, and thereby request the Commissioners to assign the same to him or them accordingly; and the Assignee or Assignees signs his or their Names thereunder, of their Acceptance of such Trust; if the Bankrupt then appears to make his Examination and Discovery, he must surrender up what Money he has in his Pockets, Watch, Silver Buckles, &c. to the Assignees; they are seldom so cruel as to keep all his Money, but will give him some, or all back, according to what it is: He may make a full Discovery at this second Meeting if he can, and 'tis most prudent often so to do, to gain the Favour of his Creditors, and get them to sign his (b) Certificate, for which Purpose now and at the third Sitting 'tis most expedient for him to have a proper Person to attend with it to request such Creditors to sign, who have proved their Debts to be 20*l.* or upwards; and to witness their Signing it. One's signing, sets an Example to the rest; a fair meaning Man will be ashamed to refuse it in public, without some good Reason; and may better shuffle and scruple it, when applied to alone; besides it saves the Trouble of going round to all of them separately afterwards, and forwards the same so that he may get it allowed (if he can) at the last Sitting: Or the Bankrupt, which is most usual, may crave further Time to the last Sitting to make his final Examination and Discovery: At this second Meeting likewise the Solicitor (who often knows who will be the Assignee or Assignees) may have an Assignment of the Bankrupt's Effects ready ingrossed, to be executed by the Commissioners; it is not always in his Power to do this, for the two first Sitzings are sometimes appointed to be had on two successive Days; but 'tis more often deferred to answer private Views than through want of Time to get it done, for it prevents the Assignees from taking the Commission and Proceedings out of the Solicitor's Hands, and gives him Time to apply to be continued to act; another Meeting must be had for that Purpose only, whereby he gets 20*s.* &c. At this second Sitting likewise 'tis usual and necessary for the Solicitor who sued out the Commission to make out his Bill of Costs (inclusive of this Sitting) that the same may be settled and allowed by the Commissioners, and paid on Behalf of his Client, before he parts with the Commission out of his Hands; for the Assignees may afterwards employ some other Attorney to act for them under the Commission; and, as the petitioning Creditor is obliged to prosecute the Commission until Assignees are chosen, therefore the Commissioners are impowered to settle and allow his Bill; and to order the Assignees to pay the same out of the first Effects that shall come to their Hands. Subsequent Bills should be settled by a Master in Chancery.

The last or third public Sitting is for the Bankrupt to finish his Examination, and Discovery of his Effects; and the Creditor to assent to, or dissent from the Allowance of his Certificate: But Depositions are still to be prepared for such Creditors who come to prove their Debts; and in some Cases of small Concerns, 'tis often in the Power of the Assignees to make up an Account, or consent that a (c) Dividend may be settled, and ordered, of all or part of the Bankrupt's Estate.

(a) See Appendix N<sup>o</sup> 12.  
N<sup>o</sup> 21.

(b) See Appendix N<sup>o</sup> 23.

(c) See Appendix

One or more further Meetings of the Commissioners are often requisite to be had either for making a further Dividend, or other Purpose, of all and every such Meeting (except for executing Conveyances.) Notice is to be published in the *Gazette*, and 21 Days Notice given thereof; also if the Bankrupt gets not his Certificate allowed by the Commissioners at the last or third Sitting, he must have a Meeting on Purpose at his own Expence.

It need not be observed, that for every Proceeding under a Commission, a proper Memorandum is to be made; the Proceedings or Memorandums are now reduced to set Forms, and are usually prepared by the Solicitor against every Meeting of the Commissioners, which they will then examine and settle, if not right. To save that Trouble, often given by an unexperienced Solicitor, and to enable him more readily, and with ease to act under a Commission, a general Form of almost all such Proceedings are here offered (they having passed Examination) as necessary to be looked upon and consulted; for as they are all declarative of the Business they intend, they are of themselves Instructions to young Clerks to Solicitors, how to prepare themselves against every Sitting of the Commissioners: But as this Treatise is intended to be of Use to Men in Trade, as well as the Bankrupt, his Assignees and Creditors, as to the Solicitor, and his Clerk; 'tis necessary to add something more relative to each of them from the several Statutes now in Force concerning Bankrupts; therefore first,

### Of the Commission and Commissioners Power.

The Lord Chancellor, &c. upon Complaint in Writing against a Bankrupt, which is usually made by Petition as before prescribed, must by Commission appoint such Persons as to him shall seem good; who, or the major Part of them, may at their Discretion take such Order with the Body of such Person by Imprisonment, also with his Lands as well Copyhold, as Freehold, which he had in his own Right before he became a Bankrupt; and also with such Lands as such Person hath purchased for Money, or other Recompence jointly with his Wife, or Child, or to the only Use of such Offender; or for such Use or Title as such Offender then shall have in the same, which he may depart withal; or with any Persons of Trust to any secret Use of such Offender; and also with his Money, Goods, Merchandize, and Debts; and cause the said Lands, &c. to be appraised to the best Value, and by Deed indented to be inrolled sell the said Lands; and of all Deeds touching the same, belonging to such Offender; and also of all Fees, Offices, Goods and Chattels; or otherwise to order the same for Satisfaction of the Creditors; to every of the Creditors a Portion Rate-like according to their Debts; and every Direction, and other Thing done, by the Persons so authorized, shall be good against the said Offender, his Wife, Heirs, Children, and such Persons as by such joint Purchase with the Offenders shall have any Estate or Interest in the Premises; and against all other Persons claiming by, from, or under such Offender; or by Acts done after such Person shall become Bankrupt; and also against the Lords of Manors, whereof the said Copyhold Lands are holden, provided that every Person, to whom such Sale of Copyhold



pyhold Lands shall be made, shall before they take any Profit of the same, agree with the Lords of Manors for such Fines, as have been accustomed to be paid; and upon such Agreement the Lords at the next Court are to admit, &c. 13 *Eliz. c. 7. sect. 3.*

The Commissioners may examine the Bankrupt upon Interrogatories, touching the Lands, Goods, Debts, Books of Account, and such other Things as may tend to disclose his Estate, or secret Grants, and cloining of his Lands, Goods, Money, and Debts, as they think Meet. 1 *Jac. 1. c. 15. sect. 9. 5 Geo. 2. c. 30.*

The Commissioners may commit a Bankrupt refusing to be examined, &c. till he does submit himself to be examined. *Salk. 151.*

But the Commissioners are not to commit him for not discovering his Estate without examining him on Interrogatories. *Lill. Abr. 202.* They are to examine the Bankrupt upon Interrogatories, and they have Power to examine others as to what they know of any Persons carrying away any Part of the Bankrupt's Estate. *5 Mod. 309.*

The Commissioners have Power to sell, grant, and assign the Bankrupt's Estate, and Effects; but they cannot bring an Action; for their Assignees must generally bring all Actions. *Mod. 30.*

All the Goods, and Chattels of a Bankrupt, which he was possessed of at the Time of his becoming a Bankrupt, may be sold by the Commissioners, notwithstanding the Bankrupt sell them in Market overt, for the Sale of the Commissioners shall have Relation to the first Act of Bankruptcy: But no Debtor of a Bankrupt shall be in Danger for paying a Debt due to a Bankrupt, before he had Notice that he was a Bankrupt. 1 *Jac. 1. c. 15.*

Sale of Goods by a Bankrupt, after an Act of Bankruptcy, may be avoided by the Commissioners; and they may in this Case bring Trover for the Goods, or Debt or Assumpsit for the Value. 3 *Salk. 60.* But such Buyer shall afterwards come in as a Creditor. But see 19 *Geo. 2. c. 32.*

The Creditors have a Right to the Bankrupt's Goods by the Act of Bankruptcy, and thereby they are bound; though until Assignment by the Commissioners, the Property is not transferred out of the Bankrupt. *Salk. 108.* Therefore a Creditor being in Possession of the Bankrupt's Goods by Virtue of a *Fi. Fa.* upon a Judgment entered up after an Act of Bankruptcy proved, must waive the same and come in under the Commission.

The Commissioners are to sell all the Bankrupt's Lands in Fee, for Life, or Years, and it will be binding against the Bankrupt, and his Issue. *Lill. Abr. 204.*

If a Bankrupt hath Lands in right of his Wife, it may be sold during the Coverture; but the Dower of a Bankrupt's Wife cannot be sold, otherwise if she marries one that is a Bankrupt. *Wood. Inst. 327. Quere.*

They may sell all entailed Lands in Possession, Reversion, or Remainder; except entailed in the Crown, of the Gift of the King; and this shall bind the Issue in Tail, and all others which a Common Recovery might cut off. *Lill. Abr. 205.*

If



If a Bankrupt grants his Lands, or Goods, in the Names of other Persons, the Commissioners notwithstanding may make Sale of them; but not Lands, &c. conveyed *bonâ fide* before the Party became a Bankrupt.

Lands held by a Bankrupt in Jointenancy, may be sold as to the moiety; also Lands devised to a Bankrupt may be sold.

The Commissioners have Power to sell Lands mortgaged, on Tender and Payment of the Mortgage Money. 2 Rep. 25.

Offices of Inheritance may be sold; but not Offices of Trust annexed to the Person for Life.

If a Bankrupt commits Felony, it is said, his Lands shall not escheat, but the Commissioners may sell it; and his Creditors shall have his Goods, not the King. Stone 126, 130. See 5 Geo. 2. c. 30.

The Sale of Bankrupt's Lands by the Commissioners must, according to the Statute, be by Deed of Bargain and Sale inrolled. And

No Purchase of Lands *bonâ fide* sold, shall be impeached, unless the Commission of Bankruptcy be sued out within five Years, after a Man becomes a Bankrupt.

Where one is seised of Lands in Fee, owes a Debt by Statute, and afterwards becomes a Bankrupt; and the Creditor by Statute extends the Lands, then a Commission is sued out, this Creditor shall come in only *pro rata*; although there were Lands in Fee bound by the Statute. Williams 90.

A Man makes a Bill of Sale of some Lands, and personal Estate, to another, in Trust to pay his Debts; the Trustee takes the whole into his Possession, and becomes a Bankrupt, this Estate is not liable to the Bankruptcy, either in Law or Equity. Williams 314.

## Of chusing Assignees, their Power and Duty, &c.

The Commissioners, after they have declared the Person a Bankrupt, are to cause Notice thereof to be given in the *Gazette*, and appoint a Time and Place for the Creditors to meet to choose Assignees; at which Meeting the Commissioners are to admit the Proof of any Creditor's Debt, that lives remote from the Place of Meeting, by (a) Affidavit, or (b) Affirmation; and also permit any Person duly authorized by (c) Letter of Attorney (d) (Oath or Affirmation being made of the Execution of it before a Master in Chancery ordinary, or extraordinary, or *vivâ voce* before the Commissioners: And in Case of Creditors residing in foreign Parts, on Affidavit or Affirmation made before a Magistrate, and which shall together with his Letter of Attorney, be attested by a Notary Public) to vote in the choice of Assignees, in the Place of such Creditor: And the Commissioners are to assign the Estate to such Persons, as the major Part in Value of such Creditors, according to the Debts then proved, shall choose; and the Assignees are to keep Books of Account, of all Money and Effects, which they shall receive; to which Books

(a) See Append. N° 9.

(b) See Append. N° 8.

(c) See Append. N° 15.

(d) See Append. N°, 16.

the Creditors to have free Refort; No Creditor or Person in his Behalf to vote in the Choice of Assignees whose Debt does not amount to 10*l.* 5 *Geo.* 2. *c.* 30. *sect.* 26, 27.

The Assignees, after Assignment, may bring Actions for Debts due to the Bankrupt in their own Names: But if the Commission be not taken out within six Years directed by Law for suing for Debts, and the Assignment made within that Time, a Defendant in an Action may plead the Statute of Limitations: If the Commission be taken out within six Years, and the Assignment made within that Time, the Statute preserves the Debt, being to relieve Creditors against Fraud. *Saund.* 37.

When Money is obtained by Judgment in an Action of Debt, and the Plaintiff becomes Bankrupt, and a Commission is taken out against him, though the Sheriff may bring the Money into Court, it shall be delivered to the Plaintiff, and not the Assignee of the Commission, unless he takes out a *Scire facias* against the Defendant in order to try the Bankruptcy. *Vent.* 193.

Assignees have the Benefit of Covenants of Re-entry into Lands.

Under the Assignment of the Bankrupt's Estate, the Assignees have Power to do every Act the Commissioners themselves might do, for the better enabling them to recover and get in the same, for the Benefit of themselves and the rest of the Creditors.

They may give Notice in Writing to the Bankrupt to attend them to settle Accounts of his Estate, or to attend any Court of Record to be examined touching the same, or for any other Business the Assignees judge necessary for getting in his Estate; for which Attendance the Assignees must allow the Bankrupt 2*s.* 6*d.* a Day; and if he neglects to attend, or refuses to assist in such Discovery, without good Cause shewn to, and allowed by the Commissioners, (the Assignees proving such Notice, and Neglect, or Refusal, on Oath before the Commissioners) the Commissioners may issue their Warrant for apprehending him, and commit him to the County Gaol till he does conform, and be by the Commissioners, or Order of Lord Chancellor, or due Course of Law discharged. 5 *Geo.* 2. *c.* 30. *sect.* 36.

By virtue of the Commissioners Warrant they may break open Chests, Chambers, Houses, Shops, Doors, &c. where he or his Goods or Estate shall be reputed to be, and seize upon and order the Body, Goods, Money, &c. as to the Commissioners shall be thought meet. 21 *Jac.* 1. *c.* 19. *sect.* 8.

'Tis most justifiable for the Assignees to act publickly in their Office; as where a Lease of the Bankrupt's House is to be sold, to advertise the same, and sell it by public Sale; so of his Goods and Fixtures, &c. rather than by a private Sale.

## Of Creditors, &c.

Every Creditor of a Bankrupt must prove his Debt before the Commissioners by himself, or by an Affidavit sworn before a Master, ordinary or extraordinary, in Chancery, to be exhibited to and allowed by them.

A Plaintiff

A Plaintiff, that hath a Defendant's Body in Execution who becomes Bankrupt, shall not come in to be relieved by the Statutes: But if the Plaintiff recover Damages against the Defendant and hath Judgment, and then the Defendant becomes Bankrupt, the Plaintiff is a Creditor; for it is a Debt due to him, and Action of Debt lies on the Judgment. *Cro. Eliz.* 166. If Defendant becomes Bankrupt before Judgment, the Plaintiff shall not add his Costs at Law to his Debt.

Where one trusts a Bankrupt after he becomes such, he shall not be relieved as a Creditor, he cannot swear the Bankrupt *was, before the Date and suing forth of the Commission, indebted to him, &c.* as he must. See *Appendix N<sup>o</sup> 7.*

Sureties, or Bail, when they have paid the Debt, may come in as Creditors. But Mortgagees, or Persons that have a Pledge of the Bankrupt's Goods, having Security for their Debts in their Hands, are not Creditors within the Statutes.

Those that attach Goods of the Bankrupt are to come in as Creditors.

If an Executor becomes Bankrupt, a Legatee is to be a Creditor.

Aliens, as well as Denizens, may come in as Creditors; for all Statutes concerning Bankrupts extend to Aliens, who shall be subject to the Laws against Bankrupts.

A Creditor having proved his Debt under a Commission has nothing further to do, than to wait for an Order of a Dividend to be made, and to receive the same.

In the Distribution of the Bankrupt's Estate no respect is to be had to Debts upon Judgments, Recognizances, or Specialties, beyond other Debts; after four Months and Distribution made, no Creditor can come in to disturb it; but he may come in for the residue of which no Distribution is made. *Danv.* 693. *Hob.* 287.

But the Court of Chancery hath sometimes allowed Creditors to come in after Distribution, upon particular Circumstances which have happened. And now generally where one Dividend has been made, and at the Meeting for making a further or final Dividend, other Creditors come in and prove their Debts (as they may) the Commissioners will order such Creditors to be first paid a Proportion equal to the first Dividend, and then the Remainder of the Bankrupt's Estate if any, to be divided amongst all the Creditors; as is just and equitable; for otherwise where such Creditors Debts are small, or the Dividend so, such Creditors had better go without, than apply to the Court for Payment of a Proportion to be made them.

If a Debtor to a Bankrupt pay him his Debt voluntarily, he must pay it over again; but 'tis otherwise in Case of Payment by Compulsion of Law. *2 Vent.* 258.

But by Stat. 19 *Geo. 2. c. 32.* no Person who is *bonâ fide* a Creditor of any Bankrupt for or in respect of any Goods *bonâ fide* sold to such Bankrupt; or of any Bill of Exchange *bonâ fide* drawn, negotiated, or accepted by such Bankrupt, in the usual ordinary Course of Trade; shall be liable to repay to the Assignee any Money which before the suing forth of the Commission was *bonâ fide*, and in the usual Course of Trade, received by such



such Person of such Bankrupt, before the Person receiving the same shall have Notice that he is become Bankrupt, or is in insolvent Circumstances.

## Of the Bankrupt, his Estate, Duty, and Interest, &c.

If a Bankrupt shall not within 42 Days after Notice in Writing, left at his usual Place of Abode, or personal Notice if he be in Prison, and Notice in the *London Gazette*, surrender himself to the Commissioners, and subscribe the Surrender, and submit himself to be examined upon Oath, or Affirmation, and discover all his Effects, how he has disposed thereof (and all Books, Papers and Writings relating to the same) of which he was possessed, or interested, or whereby he has, or may expect any Possibility of Advantage, (except such Part as shall have been *bonâ fide* disposed of in the Way of his Trade, and except such Money as shall have been laid out in the ordinary Expence of his Family) and also deliver up to the Commissioners such Part of his Effects and all Books and Writings relating thereto, as shall be in his Power (except the necessary wearing Apparel of himself, his Wife and Children) or if he conceals or imbezils his Estate to the Value of 20*l.* or any Books of Account relating thereto, with Intent to defraud his Creditors, and being convicted thereof by Indictment or Information, is guilty of Felony without Clergy, and his Goods and Estate shall go among his Creditors; and the Commissioners are to appoint within the 42 Days not less than three Meetings, the last to be on the 42d Day limited for his Appearance, and three Weeks Notice is to be given in the *Gazette* of the Time and Place of such Meeting. The Lord Chancellor, &c. may enlarge the Time for such Surrender and Discovery, not exceeding 50 Days from the End of the said 42 Days; so as the Order for enlarging the Time be made in six Days before the Time on which the Bankrupt was to surrender himself. 5 *Geo. 2. c. 30. sect. 1, 2, 3.*

Upon the Certificate of the Commissioners that the Commission is issued, and the Person proved a Bankrupt, the Justices of K. B. C. P. and the Barons of the Exchequer, and Justices of the Peace in *England, Wales, or Berwick upon Tweed*, on Application, to grant Warrants for apprehending such Person and commit him to the Gaol of the County where apprehended, there to remain until he be removed by Order of the Commissioners: And the Gaoler must give Notice to one of the Commissioners of his being in Custody, and the Commissioners may seize the Effects of such Bankrupt (except the necessary Apparel of himself, Wife and Children,) and his Books and Writings which shall be then in his Custody, or of any Person in Prison; and if any Person so apprehended shall within the Time allowed submit to be examined, and conform as if he had surrendered, he shall have the same Benefit as if he had voluntarily come in. 5 *Geo. 2. c. 30. sect. 14, 15.*

If the Bankrupt be in Custody at the Time of issuing the Commission, and is willing to submit to be examined, and can be brought before the Commissioners and Creditors, the Expence thereof shall be paid out of the Bankrupt's Estate: But if he is in Execution, and cannot be brought



brought before them, then the Commissioners shall attend him in Custody and take his Discovery, and the Assignees are to appoint Persons to attend such Bankrupt in Prison, and to prepare his Books and Writings in order to prepare his Discovery; a Copy whereof the Assignees shall apply for, and the Bankrupt shall deliver to their Order 10 Days before the last Examination. 5 Geo. 2. c. 30. *sect. 6.*

Bankrupt having surrendered may at seasonable Times before the Expiration of the 42 Days, or such further Time as shall be allowed him to finish his Examination, inspect his Books and Writings in the Presence of some Person to be appointed by the Assignees, and bring with him for his Assistance such Persons as he shall think fit, not exceeding two at a Time, and make Extracts and Copies to enable him to make Discovery of his Effects. 5 Geo. 2. c. 30. *sect. 5.*

A Bankrupt is free from Arrests in going and coming to surrender himself to the Commissioners, and from actual Surrender for 42 Days, or such further Time as shall be allowed him to finish his Examination, provided he was not in Custody at the Time of Surrender; and if he be arrested for Debt, or on any Escape Warrant, coming to surrender, or after his Surrender within that Time, then on producing the Summons or Notice under the Hands of the Commissioners or Assignees, and giving the Officer a Copy thereof, he shall be discharged; and if any Officer detain such Bankrupt, he shall forfeit to the Bankrupt for his own Use 5*l.* for every Day he detains him; and if any Commission of Bankruptcy shall issue against any Person who shall have been discharged by Virtue of this Act, or shall have compounded with his Creditors, or delivered to them his Effects, and been released by them, or been discharged by any Act of Insolvency, then the Body only of such Person shall be free from Arrest and Imprisonment, but the future Estate shall remain liable to his Creditors (Tools of Trade, necessary Household Goods, and necessary wearing Apparel of such Bankrupt, his Wife and Children excepted) unless the Estate of such Person produces clear 15*s.* in the Pound. 5 Geo. 2. c. 30. *sect. 9.*

If a Bankrupt upon Examination be found to have fraudulently conveyed his Goods, Lands, or other Estate to the Value of 20*l.* to hinder the Execution of the Statutes, or to defraud Creditors; and shall not upon Examination discover, and if in his Power deliver, to the Commissioners all the Estate so conveyed or detained; or that cannot make appear that he has had some casual Loss whereby he is disabled to pay what he owed, he may be indicted for such Fraud or Abuse at the Assizes or Sessions of Peace, and if convicted set in the Pillory for two Hours, and have one of his Ears nailed to the Pillory and cut off. 21 Ja. 1. c. 19. *sect. 7.*

For an Encouragement to Bankrupts duly to submit and conform, an Allowance is appointed them out of their Estate, *viz.* 5*l.* per Cent. if the neat Produce that shall be received after such Allowance is sufficient to pay 10*s.* in the Pound; so as such Allowance does not amount to above 200*l.* and if the neat Produce be sufficient to pay 12*s.* 6*d.* in the Pound, to be allowed 7*l.* 10*s.* per Cent. so as such Allowance does not amount to above 250*l.* and if the neat Produce be sufficient to pay 15*s.* in the Pound, to be allowed 10*l.* per Cent. so as such Allowance does not amount

amount to above 300 *l.* and every such Bankrupt to be discharged from all Debts owing at the Time he became a Bankrupt, and if he be impleaded for any Debt due before he became a Bankrupt, he shall be discharged upon Common Bail, and may plead in general that the Cause of Action accrued before he became Bankrupt, and the Certificate of his conforming and the Allowance thereof shall be sufficient Evidence of the Trading, Bankruptcy, Commission and other Proceedings precedent to the obtaining such Certificate; unless the Plaintiff can prove the said Certificate was obtained unfairly, or make appear any Concealment by such Bankrupt to the Value of 10 *l.* But if the neat Produce does not amount to 10 *s.* in the Pound, he is to be allowed so much only as the Assignees and Commissioners think fit, not exceeding 3 *l. per Cent.* 5 *Geo. 2. c. 30. sect. 7, 8.*

But observe, no Discovery intitles the Bankrupt to the Benefits of this Act, unless the major Part of the Commissioners certify to the Lord Chancellor, that he has made a full Discovery, and in all Things conformed himself, and that there is no Doubt of the Truth of such Discovery, and unless four Parts in five (both) in Number and Value of the Creditors, who must be Creditors for not less than 20 *l.* respectively, or some other Person by them duly authorized, sign such Certificate: But the Commissioners are not to certify till they have Proof, by Affidavit or Affirmation in Writing, of such Creditors signing the said Certificate and of the Power by which any Person is authorized to sign for any Creditor (which Affidavit or Affirmation together with such Authority to sign shall be laid before the Lord Chancellor, &c. with the said Certificate) and unless such Bankrupt make Oath or Affirmation in Writing, that such Certificate was obtained without Fraud; and unless such Certificate be allowed by the Lord Chancellor, &c. or by such two of the Justices of K. B. and C. P. or Barons of the Exchequer, to whom the Consideration of such Certificate is referred by the Lord Chancellor; and any of the Creditors are to be heard, if they think fit, against the making the Certificate and against the Confirmation thereof. 5 *Geo. 2. c. 30. sect. 10.*

If a Bankrupt who has obtained his Certificate be taken in Execution or imprisoned on Account of any Debt owing before he became a Bankrupt, by reason that Judgment was obtained before Certificate allowed, a Judge of the Court wherein Judgment was obtained, on the Bankrupt's producing the Certificate allowed, may order any Sheriff or Gaoler to discharge him without Fee. 5 *Geo. 2. c. 30. sect. 13.*

But the Discharge of a Bankrupt from Debts owing by him when he became a Bankrupt, shall not discharge him who was his Partner in Trade, or stood jointly bound, or had made any joint Contract with such Bankrupt. 10 *An. c. 15. sect. 3.*

In order for a Bankrupt to obtain his Certificate, 'tis necessary he should apply to the Solicitor under the Commission (as Bankrupts generally do under friendly Commissions) or some other Solicitor, to draw up and prepare his Examination, and do what is necessary to be done on the Bankrupt's Part, and likewise draw up and ingross his Certificate, which four Parts in five of his Creditors (who are Creditors for not less than 20 *l.*) both in Number and Value must sign, for which Purpose 'tis most expedient for him to have some Person attend with the Certificate ingrossed

at

at the second Sitting, who with himself may request such Creditors as then appear to sign the same; this Person must see them sign it, because he must make an (a) Affidavit thereof, before the Commissioners will sign it; when he has got all the Hands he can at this Sitting, the same or any other Person may go round with him to the rest, between this and the third Sitting; and if he is so fortunate as to obtain a sufficient Number of Hands against the third Sitting; the Person or Persons who saw the same signed must make an (a) Affidavit thereof before a Master in Chancery, which being produced to the Commissioners at the third Sitting, they will cast up the Number of Creditors and the Amount of their Debts, and those who have signed; and if it appears that *four* Parts in *five* both in *Number and Value* have signed the Certificate, they will also then sign it; but if he cannot get it signed by a sufficient Number against the third Sitting, he must wait till he can, and then have a Meeting of the Commissioners at his own Expence on purpose to have it signed by them; which Meeting must be published in the *Gazette*.

Where there is Reason to suspect Fraud in the Bankrupt, the Creditors are very cautious of signing his Certificate; but where there is no Room to suspect any Fraud, some Creditors are too fond of standing out, and make a great Merit of shewing an Indulgence to a Bankrupt in doing it, though both Reason and Justice require it; for when a Man has fairly given up his all, what would they have more; and why would they keep a poor Man in Suspence? when, if 'tis their Intent to sign at all, they may as well sign it at first as at last, and without reluctance; yet how common and unreasonable it is in one Man to cry, I won't sign it, till such a one has signed; I will sign it, when the rest have, &c.

The Bankrupt having his Certificate signed by his Creditors, and certified by the Commissioners by their signing thereof, the Bankrupt is then to make an (b) Affidavit before a Master in Chancery of his having obtained the same fairly and without Fraud, which Affidavit must be left with the Certificate in the Secretary of Bankrupts Office, in order that the same may be allowed by my Lord Keeper.

### Of superseding a Commission.

In order to supersede a Commission of Bankruptcy, a (c) Petition must be ingrossed on a Treble Six-penny Sheet of Paper, and signed by all the Bankrupt's Creditors (be the Debts ever so small), then lodged at the Secretary of Bankrupts Office, the Petition requires no Attendance, it is only to be served (with the Lord Chancellor's, &c. Order thereon) upon all Parties concerned.

The Bankrupt must sign the Prayer of the Petition, and there must likewise be an Affidavit of seeing the Bankrupt sign, as also of the Creditors signing their Consent to the Prayer of the Bankrupt's Petition; for a Form of which Affidavit you may consult that of seeing the Creditors

(a) See Append. N<sup>o</sup> 25.

(b) See Append. N<sup>o</sup> 26.

(c) See Append. N<sup>o</sup> 32.



of a Bankrupt sign his Certificate, N<sup>o</sup> 25. of the Appendix, which with proper Variation will serve the Purpose.

### Of tam quam Commissioners.

*Tam quam* Commissioners are specially appointed by the Lord Chancellor, &c. upon old Commissions being renewed, (which are granted upon Petition to the Lord Chancellor, &c. as original ones are) to supply the Places, in the new Commission, of such old Commissioners as are dead.

## A P P E N D I X.

### N<sup>o</sup> 1. Affidavit of petitioning Creditor's Debt.

**J**OH<sup>n</sup> H. — of — in the County of Y. Gentleman, maketh Oath, that *William S.* of the Parish of — in the County of *Middlesex*, Sugar Refiner, is now justly and truly indebted to him this Deponent, in the Sum of 300*l.* and upwards upon his the said *W. S.*'s Bond, bearing Date the — Day of — 1754. for which said Sum of 300*l.* or any Part thereof, this Deponent hath not received any Security or Satisfaction whatsoever, except the said Bond, and this Deponent saith, that he believes the said *W. S.* is become a Bankrupt within some or one of the Statutes now in Force concerning Bankrupts.

J. H.

Sworn —

### N<sup>o</sup> 2. Bond to the Lord Keeper, or, &c.

**K** NOW all Men by these presents, that I *John H.* of *R.* in the County of *York*, Gent. am held and firmly bound unto the Right Honourable Sir *Robert Henly*, Knt. Lord Keeper of the Great Seal of Great Britain, in the Sum of Two hundred Pounds of good and lawful money, &c.

The Condition of this Obligation is such, that if the above bounden *J. H.* shall prove, as well before the major Part of the Commissioners to be appointed, in a Commission of Bankrupt against *William S.* of the Parish of — in the County of *Middlesex*, Sugar Refiner, as upon a Trial at Law, in case the due issuing forth of the said Commission shall be contested, and tried; that the said *W. S.* stands justly indebted unto the said *J. H.* in the Sum of 300*l.* and upwards, and is become a Bankrupt within some or one of the Statutes in Force concerning Bankrupts; and



and if the said J. H. shall cause the said Commission to be executed according to the Directions of an act of Parliament passed in the Fifth Year of his present Majesty's Reign, intituled, An Act to prevent the committing of Frauds by Bankrupts; then this Obligation to be void, or else to remain in full force.

J. H.

*Sealed and delivered (being first duly stamped) in the presence of*

A. B.

C. D.

You apply to the Clerk in the Secretary of Bankrupts Office for the above Petition, who will fill it up on your Instructions; and having got the Affidavit and Bond duly sworn and executed, you carry them to him, who will thereupon get a Commission of Bankrupt sealed for you; then instruct your Messenger to summons three of the Commissioners to meet; in the mean Time prepare the necessary Proceedings, viz. the Title of the Proceedings, with the Memorandum of the Commissioners Oaths, &c. as follows.

*The Proceedings should be wrote fair, large, and wide (to give Room for Amendments and Interlineations) on 12 d. Paper, with a very large Margin for the Commissioners, to set their Names in; beginning a fresh Sheet at each Date or new Proceeding, except the Depositions of Creditors Debts, three of which may be wrote on a Sheet.*

EXAMINATIONS, Depositions and other Proceedings had and taken under a Commission of Bankruptcy awarded against W. S. of the Parish of ——— in the County of Middlesex, Sugar Refiner, bearing Date at Westminster the 17th Day of March 1759. and directed to G. W. and R. C. Esqs. S. B. C. H. and F. D. Gentlemen, on the Petition of John H. of R. in the County of Y. Gentleman.

N<sup>o</sup> 3. At the Crown and Rolls Coffee-House, in Chancery-Lane, Monday the 20th of March 1759.

Memorandum, that we G. W. esq; S. B. and C. H. Gentlemen, being the major Part of the Commissioners named and authorized in a Commission of Bankrupt awarded against W. S. of ——— administered to and severally took before each other, the Oath of a Commissioner of Bankrupt, prescribed and specified in and by an Act of Parliament made in the Fifth Year of the Reign of his present Majesty K. G. the Second, intituled, An Act to prevent the committing of Frauds by Bankrupts, before we proceeded to act in the Execution of the said Commission, according to the Directions of the said Act.

*Witness.*

R. B.

G. W.

S. B.

C. H.

N<sup>o</sup> 4. At the Crown and Rolls, &c. as before.

*Deposition of the petitioning Creditor's Debt.* John H. of R. in the County of Y. Gent. being sworn and examined the Day and Year, and at the Place abovesaid, upon his Oath saith, that W. S. the Person against whom the Commission of Bankrupt is awarded, was before the Date and suing forth of the said Commission, and still is justly and truly indebted unto him this Deponent in the Sum of 300 l. principal Money, for so much Money lent by this Deponent to the said W. S. and 2 l. for Interest for the same, for which said Sums or either of them or any Part thereof, this Deponent hath not received any Security or Satisfaction whatsoever, except the said W. S.'s Bond bearing Date the 8th Day of May last, in the Penalty of 600 l. conditioned for the Payment of 300 l. and Interest to this Deponent.

J. H.

*If the petitioning Creditor lives in the Country, or cannot attend at this Meeting to prove his Debt, the Solicitor must get an Office Copy of his Affidavit from the Secretary of Bankrupt Office, and exhibit it to the Commissioners, writing under it as upon all Exhibits.*

Exhibited to us the 20th Day of March 2759.

G. W.

S. B.

C. H.

N<sup>o</sup> 5. At the Crown and Rolls, &c. as above.

*Deposition of an Act of Bankruptcy.* M. G. of the Parish of Saint James in the Liberty of Westminster, and County of Middlesex, Coal Merchant, being sworn and examined the Day and Year abovesaid, before the major Part of the Commissioners in the said Commission named and authorized, upon his Oath saith, that W. S. the Person against whom the Commission is awarded, did exercise and carry on the Trade and Business of a Sugar Refiner, in buying of Sugars and Molosses, refining the same, and selling the same when so refined, and hath so done to this Deponent's Knowledge for the Space of two Years and upwards now last past, and sought and endeavoured to get his Living thereby, as others of the same Trade and Business are used to do; and this Deponent saith, that within the Space of three Months now last past, the said W. S. hath absconded and left his Dwelling-house, and doth now secret himself from his Creditors for fear of being arrested for Debts, and this Deponent saith, that on or about the 25th Day of February last, this Deponent was in Company with the said W. S. when he desired this Deponent to go to Mr. W. who was concerned as Attorney for the said John H. and to desire him to meet the said W. S. on Monday then next (the said W. S. being at that Time locked up in a Room at the House of one H. H. for fear of being arrested) and accordingly this Deponent

nent went to the said Mr. *W.* as desired, and afterwards on the same Day went with the said *W. S.* to the *Cardigan Head Tavern at Charing-Cross*, and there met the said Mr. *W.* the said *W. S.* then declaring that the Reason of his going to that Tavern, was for fear of his being arrested, the said Tavern being in the Verge of the Court. *M. G.*

*One Witness is sufficient, though it may be necessary to have more, to support the corresponding Circumstances relating to one Act of Bankruptcy only.*

— And this Deponent saith, that on *Monday* last, the said *A. B.* desired this Deponent to deny him the said *A. B.* to all Persons that asked after him, for that he feared being arrested by some of his Creditors; and this Deponent saith, that on *Tuesday* last one *C. D.* who is a Creditor of the said *A. B.* as this Deponent believes, called at the Dwelling house of the said *A. B.* and enquired for him of this Deponent, and this Deponent then informed the said *C. D.* that the said *A. B.* was not at Home; but this Deponent saith, that the said *A. B.* was then at Home in his Dwelling-house, locked up in his own Room up Stairs; and this Deponent afterwards told the said *A. B.* that he had so denied him, and he seemed well satisfied therewith, and this Deponent saith, that the said *A. B.* went from his Dwelling-house Yesterday, and hath not returned since, and this Deponent believes that the said *A. B.* now absconds for fear of being arrested by his Creditors or some of them —

N<sup>o</sup> 6. At the *Crown and Rolls*, as before.

*Memorandum of finding the party Bankrupt.* Memorandum, we whose Names are hereunto subscribed, being the major Part of the Commissioners named and authorized in a Commission of Bankrupt awarded against *W. S.* of — bearing Date at *Westminster* the — Day of — in the — Year of his present Majesty's Reign, having begun to put the said Commission in Execution, upon Examination of Witnesses upon Oath taken before us, do find that the said *W. S.* did, before the Date and suing forth of the said Commission, become Bankrupt within the true Intent and Meaning of the several Statutes made and now in force concerning Bankrupts, some or one of them, and we do accordingly adjudge and declare the said *W. S.* Bankrupt to all Intents and Purposes. Witness our Hands this 20th Day of *March* 1759.

*G. W.*  
*S. B.*  
*C. H.*

Or thus.

We *G. W. S. B.* and *C. H.* the major Part of the Commissioners named and authorized in a Commission of Bankruptcy issued against *W. S.* upon good Proof upon Oath before us had and taken, have found that the said *W. S.*



*W. S.* hath carried on and exercised the Trade and Business of a Sugar Refiner, for the Space of two Years and upwards last past; and also that the said *W. S.* is become Bankrupt within some one or more of the Statutes made and now in force concerning Bankrupts, and before the Date and suing forth of the said Commission, and we do declare him the said *W. S.* a Bankrupt accordingly.

*The Messenger will pay for the Room, and advertise the Bankruptcy according to the Commissioners Warrant, &c.*

At the first Meeting at Guildhall there is seldom any Thing more to be done, than to take Depositions of such Creditors Debts who then appear, and to make a Memorandum of the Bankrupt's surrendering himself or not; 'tis best to be provided with a sufficient Number of Blank Depositions, for if they are not used now they may at the second or third Meeting; write two or three on a Sheet as follows, and let each Creditor sign his Deposition.

N<sup>o</sup> 7. At Guildhall, London, March 28th 1759.

*A. B.* of ——— being sworn and examined the Deposition of a Day and Year abovesaid, upon his Oath saith, that Creditor's Debt. *W. S.* the Person against whom the Commission of Bankrupt is awarded, was before the Date and suing forth of the said Commission, and still is justly and truly indebted unto him this Deponent in the Sum of ——— for ——— for which said Sum or any Part thereof, this Deponent hath not received any Security or Satisfaction whatsoever.

*These must be to be filled up according to the Circumstances of the Creditor's Demand; if he has had any Security for his Debt, or any Thing on Account, the same is excepted as follows.*

*A. B.* — &c. is justly and truly indebted unto him  
 For Money lent. this Deponent in the Sum of 14*l.* for Money lent by this Deponent to the said *W. S.* for which said Sum or any Part thereof, this Deponent hath not received any Security or Satisfaction whatsoever, save and except a Promissory Note of Hand of the said *W. S.* whereby he promised to pay to this Deponent or Order, on Demand, the said Sum of 14*l.*

Except a Note.  
 For Goods sold. ——— For Goods sold and delivered by this Deponent to the said *W. S.* for which said Sum, &c. save and except a Promissory Note of Hand, &c.

Exception of a Note indorsed.  
 ——— For Money lent or Goods sold and delivered to one *C. D.* for which said Sum, &c. save and except a Promissory Note of Hand of the said Bankrupt, whereby he promised to pay to the said *C. D.* the said Sum of 14*l.* and which said Note is indorsed by the said *C. D.* to this Deponent.

Or

*Or thus.*— In the Sum of 14*l.* upon a Promissory Note under the Hand of the said Bankrupt, whereby he promised to pay to one C. D. or Order, three Months after the Date thereof, the said Sum of 14*l.* and which said Note is indorsed by the said C. D. to this Deponent, in Consideration of the Sum of 14*l.* therefore paid to the said C. D. by him this Deponent, for which said Sum or any Part thereof this Deponent hath not received any Security or Satisfaction whatsoever.

*N. B.* An indorsed Note may be proved under several Commissions till the Party thereby gets satisfied.

Except that this Deponent hath had and received of the  
*Exception of Goods received.* said Bankrupt, a Quarter of a Hundred of Sugar, amounting to ——— which reduces this Deponent's Debt to the Sum of ———

— For Money lent and advanced by this Deponent to the said Bankrupt, and also in the Sum of ——— for the Interest thereof, making together the Sum of ——— for which said Sum, &c. save and except one Bond bearing Date the — Day of — entered into by the said W. S. to this Deponent, in the penal Sum of — Conditioned for the Payment of — unto this Deponent, with lawful Interest for the same; and also except a Warrant of Attorney bearing Date the same Day for confessing a Judgment on the said Bond in his Majesty's Court of Common Pleas at Westminster.

— Save and except one Bond bearing Date, &c. and also except a Judgment obtained by this Deponent as of Hilary Term last, on the said Bond in his Majesty's Court of King's Bench.  
*Exception of a Bond and a Judgment obtained.*

N<sup>o</sup> 8.

*A Quaker's Affirmation.* A. B. of — being one of the People called Quakers, being examined the Day and Year above said, on his solemn Affirmation affirmeth, that W. S. the Person against whom, &c. on Balance of Accounts for Goods sold and delivered by this Affirmant to the said W. S. for which said Sum or any Part thereof, this Affirmant hath not received any Security or Satisfaction whatsoever.

— Justly and truly indebted unto him this Deponent  
*By a Partner.* and his Partners C. D. and E. F. in the Sum of — for Goods sold and delivered by this Deponent and his said Partners to the said Bankrupt, for which said Sum of — this Deponent or his said Partners or either of them, to the Knowledge and Belief of this Deponent, hath not received any Part, nor hath this Deponent, or his said Partners or either of them, had or received any Security or Satisfaction for the same or any Part thereof, to the Knowledge and Belief of this Deponent.

J. T.

*By a Bankrupt on Behalf of his Assignee.* J. T. late of ——— a Bankrupt being sworn and examined upon his Oath saith, that the said W. S. is justly and truly indebted to A. B. and C. D. as Assignees of the Estate and Effects of him the said J. T. in the Sum of ——— for Goods sold and delivered to the said W. S. by the said J. T. before he became a Bankrupt, and of such said Sum of ——— this Deponent hath not received any Part, or any Security, or Satisfaction for the same, or any Part thereof.

*For divers Sums of Money.* A. B. of ——— &c. indebted unto him this Deponent in the Sum of ——— for Goods sold and delivered by this Deponent to the said Bankrupt; and also in the further Sum of ——— for Money lent by this Deponent to the said Bankrupt; and also in the Sum of ——— for the Interest of those two Sums; and also in the further Sum of 12 l. for Money paid by this Deponent to and for the Use of the said Bankrupt and by his Order, which said several Sums of Money amount together to the Sum of ——— and of which said Sum of ——— this Deponent hath not received any Part, nor hath this Deponent had or received any Security or Satisfaction for the same, or any Part thereof, except one Promissory Note, &c. and also except, and Bond. &c.

N<sup>o</sup> 9.

*An Affidavit of Debt sworn in the Country to be exhibited.* A. B. of ——— in the County of ——— maketh Oath, that W. S. late of ——— in the County of Middlesex, Sugar Refiner, the Person against whom a Commission of Bankrupt hath been lately awarded, was before the Date and suing forth of the said Commission, and still is justly and truly indebted unto him this Deponent in the Sum of ——— for ——— and this Deponent saith, that he hath not had or received the said Sum of ——— or any Part thereof, or any Security or Satisfaction for the same, but that the same still remains due and owing to this Deponent from the said W. S. and his Estate as aforesaid.

Sworn at ———

Exhibited to us the ——— Day of ——— 1759.

N<sup>o</sup> 10. At Guildhall, London, March 28, 1759.

*Memorandum of the Bankrupt's surrendering himself.* Memorandum, that W. S. the Person against whom the Commission of Bankrupt hath been awarded this 28th Day of March 1759, voluntarily came and surrendered himself to us the major Part of the Commissioners named and authorized in and by the said Commission of Bankrupt awarded against him, pursuant to Notice in the London Gazette, for that Purpose, and submitted to be examined, and in all Things to conform himself to the Directions of the several Statutes made



made concerning Bankrupts, and particularly to the late Statute made in the fifth Year of the Reign of his present Majesty King George the Second, intituled, "An Act to prevent the committing of Frauds by Bankrupts," in order to have the Benefit of the said Act, and the said *W. S.* being sworn and examined the Day and Year abovesaid, upon his Oath saith, that he is not at present prepared to make a full Disclosure and Discovery of his Estate and Effects, but desires Time for that Purpose.

*W. S.*

N<sup>o</sup> 11. At Guildhall, as before.

*Memorandum of his not surrendering.* Memorandum, that we the major Part of the Commissioners named in the Commission of Bankrupt, awarded against *W. S.* pursuant to Notice in the *London Gazette*, did meet on the Day and Year and at the Place abovesaid, and the said Bankrupt did not surrender himself to us.

*G. W.*

*C. H.*

*S. B.*

*N. B.* If at this or any other Meeting a new Commissioner attends, a Memorandum must be made thereof, viz.

N<sup>o</sup> 13.

*Memorandum of the taking the Oath by a new Commissioner.* Memorandum, that *R. C.* Esquire, one of the Commissioners named and authorized in and by the Commission of Bankrupt awarded against *W. S.* of, &c. did, before he proceeded to act in the said Commission, take the Oath of a Commissioner prescribed and specified in and by an Act of Parliament passed in the fifth Year of the Reign of his Majesty King George the Second, intituled "An Act to prevent the committing of Frauds by Bankrupts," according to the Directions of the said Act.

At the second Meeting at Guildhall, Blanks for Depositions are to be prepared, and generally more Creditors appear at the second than at the first Sitting; after taking the Depositions, the Creditors present, whose Debts have been proved to be 10*l.* or upwards, proceed to the Choice of an Assignee or Assignees.

N<sup>o</sup> 12. At Guildhall, London, April 11th 1759.

*Memorandum of the Choice of Assignees.* Memorandum, this being the Day appointed in the *London Gazette*, for the Choice of Assignees of the Estate and Effects of *W. S.* the Person against whom the Commission of Bankrupt is awarded, we whose Names are hereunder written, being the major Part in Value of the Creditors of the said *W. S.* present at this Meeting, and who have proved our Debts to be 10*l.* or upwards, have chosen and do hereby nominate and chuse *J. P.* of ——— and *C. D.* of ——— to be Assignees of

E

the

the Estate and Effects of the said *W. S.* and we do hereby desire the Commissioners to make an Assignment thereof to them accordingly.

*We accept of the said Trust, and  
promise to execute a Counter-  
part of the said Assignment.*

*J. P.*

*C. D.*

*A. B.*

*C. D.*

*E. F. by Letter of  
Attorney from J. P.  
to him, dated, &c.  
the — Day of —*

### N<sup>o</sup> 14. At Guildhall, London.

Memorandum, this being the Day appointed, &c. I *A. B.* (by virtue of a Letter of Attorney from *I. H.* if *so*) who have proved a Debt of 300 *l.* and upwards under the said Commission, and which is the major Part in Value of the Debts proved under the said Commission, Do nominate and chuse *C. D.* of — (or the said *J. H.*) to be Assignee of the Estate and Effects of the said *W. S.* and do desire the said Commissioners to make an Assignment of the said Bankrupt's Estate and Effects to the said *C. D.* accordingly.

*I accept of the said Trust, and  
promise, &c.*

*C. D.*

*A. B.*

Or,

*I do by virtue of the said Let-  
ter of Attorney accept, &c.*

*A. B. Attorney for J. H.*

### N<sup>o</sup> 15.

Know all Men by these presents, that I *J. H.* of — in the County of — Gent. Have nominated, authorized and appointed, and by these Presents do nominate, authorize and appoint *A. B.* of —

*Letter of At-  
torney to vote  
for the Choice  
of Assignee.*

my true and lawful Attorney for me and in my Name and on my Behalf, to nominate and vote for any Person or Persons as he shall think proper to be Assignee or Assignees of the Estate, Goods, Chattels, Debts and Effects of *W. S.* late of — against whom a Commission of Bankrupt hath been lately awarded, and to act, do and perform whatsoever shall be needful and requisite to be done in, about or concerning the Premises, and I do hereby ratify, confirm and allow, all and whatsoever my said Attorney shall lawfully do or cause to be done for me by virtue of these Presents, and of the Power and Authority hereby to him by me given. In Witness whereof,

*J. H.*

*Scaled and delivered (being  
first duly stamped) in the  
presence of*

*E. R.*

*M. R.*

*April 11th, 1754.*

Exhibited to us under a Commission against *W. S.*

N<sup>o</sup> 16.

N<sup>o</sup> 16.

*An Affidavit of the Execution of the above Letter of Attorney.*

E. R. of ——— maketh Oath, that he was present and did see J. H. of ——— duly sign, seal, and as his act deliver the Letter of Attorney hereunto annexed, and that the Name J. H. subscribed against the Seal of the said Letter of Attorney hereunto annexed, is the proper Hand-Writing of the said J. H. and the Name of this Deponent subscribed to the said Letter of Attorney as a Witness to the Execution thereof, is of this Deponent's own proper Hand-Writing.

Sworn at ——— in the, &c. the ——— Day of ——— in the Year of ——— before

R. B.

Master in Chancery extraordinary.

April 11th, 1759.

Exhibited to us under a Commission against W. S.

N<sup>o</sup>. 17. At Guildball, London, April 11th, 1759.

*Memorandum of the Bankrupt's appearing at the second Sitting and craving further Time.*

Memorandum, that W. S. the Person against whom the Commission of Bankrupt is awarded, being sworn and examined before the major Part of the Commissioners in the said Commission named and authorized, the Day and Year above written, upon his Oath saith, that he is not at present prepared to make a full and true Disclosure and Discovery of his Estate and Effects, and desires further Time for the doing thereof, and for finishing his Examination till the last Day appointed in the London Gazette for that Purpose, which is granted him accordingly.

W. S.

*If this second Sitting is the first Time of the Bankrupt's surrendering himself, then the former Memorandum is most proper to be used for this Sitting.*

*If the Bankrupt don't come and surrender himself at this second Sitting, another Memorandum must be made thereof; thus,*

N<sup>o</sup> 18. At Guildball, London, &c.

*Memorandum of his not appearing.*

This being one of the Days appointed in the London Gazette for W. S. the Person against whom the Commission of Bankrupt is awarded, to surrender himself to the Commissioners in the said Commission named and authorized, he the said W. S. did not appear nor send any Reason for his not doing the same.

*If the Day of this Notice is the Day appointed in the London Gazette*



*If the Bankrupt is desirous (which he seldom is) to make a full Disclosure and Discovery of his Estate and Effects at this second Sitting, See Appendix, N<sup>o</sup> 20.*

*An Assignment of the Bankrupt's Estate and Effects to the Assignee may be prepared and executed at this second Sitting; but generally when 'tis not known who will be the Assignee or Assignees, but Blanks are left therein, it is deferred till a Day or two afterwards.*

## N<sup>o</sup> 19. An Assignment of the Bankrupt's Estate to the Assignees.

*This Indenture made the ——— Day of ——— in the twenty-third Year of the Reign, &c. between G. W. Esquire, S. B. and C. H. Gentlemen, of the one Part, and J. P. of ——— and C. D. of ——— of the other Part. Whereas his Majesty's Commission under the Great Seal of Great Britain, grounded upon the several Statutes made and now in force concerning Bankrupts, bearing Date at Westminster, the ——— Day of ——— last, hath been awarded and issued out against W. S. of ——— in the County of Middlesex, Sugar Refiner, directed unto the said G. W. S. B. and C. H. and also to R. C. Esq. and F. D. Gent. thereby giving full Power and Authority unto them the said Commissioners, four or three of them to execute the same, as in and by the said Commission, relation being thereunto had, may more fully and at large appear: And whereas the said W. S. did for some Time last past, before the Date and suing forth of the said Commission, use, exercise and carry on the Trade and Business of a Sugar Refiner, and thereby sought and endeavoured to get his Living as others of the same Trade and Business are used to do, and that during such Time of his the said W. S.'s trading and dealing as aforesaid, he the said W. S. became justly and truly indebted to J. H. of R. in the County of Y. Gent. in the Sum of 300 l. and upwards, and being so indebted he the said W. S. did also before the Date and suing forth of the said Commission, in the Judgment of the said G. W. S. B. and C. H. the major Part of the said Commissioners, become a Bankrupt to all Intents and Purposes, within the true Intent and Meaning of the several Statutes in the said Commission mentioned, or within some or one of them: And whereas it appears by the Examination of the said W. S. and other good Proof upon Oath before the major Part of the said Commissioners, that the said W. S. at the Time he became a Bankrupt was possessed of, interested in, or intitled unto divers household Goods, and other Goods, Wares, and Merchandizes, then remaining and being in or about his Dwelling-house and Sugar-House, situate in ——— which have been seized by virtue of a Warrant under the Hands and Seals of the major Part of the said Commissioners, and also of and in diverse other Goods, Wares, and Merchandizes, and other Things now or late in the Possession of divers and sundry Persons in trust for him the said W. S. and also of, in and to diverse Book Debts, and other Debts, and Sums of Money due, owing and payable to the said W. S. and his Estate by and from diverse and sundry Persons: And whereas on the 11th Day of this Instant April, (being the Day appointed in the London Gazette*

*Gazette* for the Creditors of the said *W. S.* to come before the major Part of the said Commissioners at *Guildhall, London*, to prove their Debts and chuse Assignees of the said *W. S.*'s Estate and Effects) the major Part in Value of the Creditors of the said *W. S.* who are Creditors for not less than the Sum of 10*l.* and upwards respectively, and who have duly proved their Debts under the said Commission, did nominate, elect, and chuse the said *J. P.* and *C. D.* to be Assignees of the said *W. S.*'s Estate and Effects, and requested the said *G. W. S. B.* and *C. H.* to assign the same to them accordingly: *Now this Indenture witnesseth*, that they the said Commissioners Parties to these presents, in pursuance of the said above recited Commission, and of the Statutes therein mentioned; and also for and in Consideration of 5*s.* a-piece to them the said Commissioners, Parties hereto, in hand respectively well and truly paid, before the enfealing and delivery of these Presents by them the said *J. P.* and *C. D.* the Receipt whereof is hereby acknowledged; and also for and in Consideration of the Covenants herein after reserved and contained, on the Part and Behalf of them the said *J. P.* and *C. D.* their Executors, Administrators and Assigns, to be kept, done and performed; *Have* ordered, bargained, sold, assigned, transferred and set over, and, by these presents *Do* (as much as in them the said Commissioners lie, and they lawfully may) order, bargain, sell, assign, transfer and set over unto them the said *J. P.* and *C. D.* their Executors, Administrators and Assigns, *All* and singular the Goods, Wares, Merchandizes, Debts, Sum and Sums of Money, Estate and Effects of him the said *W. S.* whatsoever and wheresoever; *To have and to hold*, receive and enjoy the said Goods, Wares, Merchandizes, Debts, Sum and Sums of Money, and all other the Estate and Effects herein before ordered, bargained, sold, assigned, transferred and set over, unto them the said *J. P.* and *C. D.* their Executors, Administrators and Assigns for ever; *In trust* nevertheless to and for the Use, Benefit, and Advantage of themselves, and all and every other the Creditors of the said *W. S.* who already have, or hereafter shall or may in due Time come in and seek Relief under the said Commission, according to the Limitations and Directions of the said several Statutes made concerning Bankrupts as aforesaid; *And* the said *J. P.* and *C. D.* for themselves severally, and for their several and respective Heirs, Executors and Administrators, do covenant, promise, grant and agree to and with the said Commissioners, Parties hereunto, their Executors and Administrators, and to and with every of them, by these Presents in Manner and form following; that is to say, that they the said *J. P.* and *C. D.* their Executors, Administrators and Assigns, shall and will use his and their utmost Endeavours and Means by Suit in Law, or otherwise, to get in, collect and receive all the Debts, Estate and Effects of the said *W. S.* with what Care and Speed they can; *And also* that they the said *J. P.* and *C. D.* their Executors and Administrators, shall and will from Time to Time and at all Times hereafter, upon reasonable Request and Notice to them for that Purpose given under the Hands and Seals of the said Commissioners in the said Commission named and authorized, give and render unto them the said Commissioners or the major Part of them, a just and true Account of all and every such Sum and Sums of Money, or other Satisfaction, as he or they the said *J. P.* and *C. D.* their or either of their

Executors

Executors and Administrators, shall or may have raised, obtained or received by force, virtue or Means of this present Deed of Assignment or otherwise, out of the Estate and Effects of the said *W. S.* and all such Money and other Satisfaction as upon such Account shall appear to have been raised, obtained and received as aforesaid, shall and will well and truly pay and deliver up, or cause to be paid and delivered up unto them the said Commissioners in the said Commission named and authorized, or the major Part of them, or to such other Person or Persons as they the said Commissioners or the major Part of them shall by Writing under their Hands direct and appoint, *To the End* the same, or such other Satisfaction may be by them the said Commissioners or the major Part of them ordered and disposed, distributed and divided to and amongst all and singular the Creditors of the said *W. S.* who already have or shall or may hereafter come in and seek Relief under the said Commission, proportionably to their several Claims and Demands. And the said *J. P.* and *C. D.* for themselves severally and for their several and respective Executors and Administrators, do further covenant, promise and agree to and with the said Commissioners, Parties hereto, and to and with every of them, and their Executors and Administrators, that they the said *J. P.* and *C. D.* their and each of their Executors, Administrators and Assigns shall and will, from Time to Time and at all Times hereafter, save, defend and keep harmless, as well the said Commissioners Parties to these Presents in and by the said Commission named and authorized, and their Executors and Administrators and every of them, as their and every of their Goods, Chattels, Lands and Tenements, of, from and against all and all Manner of Actions, Suits, Costs and Damages whatsoever, that shall or may at any Time or Times hereafter arise, happen, or come unto them the said Commissioners, or any or either of them, or any or either of their Executors or Administrators, for or by Reason or Means of this present Deed of Assignment, or any other Act, Matter or Thing by them, or either or any of them, lawfully acted or done by virtue of the said recited Commission, or by their or any of their lawful intermeddling in, and of the Estate and Effects of the said *W. S.* *In witness* whereof the said Parties, &c.

N<sup>o</sup> 19. At the Chambers of *G. W.* Esquire, in *C. Inn*,  
April 13th, 1759.

Memorandum, that we the major Part of the Commissioners named and authorized in and by the Commission of Bankrupt awarded against *W. S.* met at the Time and Place above mentioned, and settled and executed an Assignment of the said Bankrupt's Estate and Effects to *J. P.* of — and *C. D.* of — being the Persons chosen for that Purpose, and likewise settled the Charges of suing out and prosecuting the said Commission to this Time, by settling the Clerks and Messengers Bills. See Appendix, N<sup>o</sup> 29.

Memorandum  
of executing  
the Assignment,  
and settling Clerks  
and Messengers  
Bills.

*G. W.*  
*S. B.*  
*C. H.*

At



At the third Meeting at Guildhall, and every other Meeting of the Commissioners, Depositions ought to be ready for Creditors to prove their Debts, though the principal Business to be done at this Sitting is for the Bankrupt to finish his Examination; and the Creditors to assent to, or dissent from the Allowance of his Certificate by the Commissioners; sometimes a Dividend is by the Assignees Consent ordered to be made, (but very seldom at this Sitting). See Appendix, N<sup>o</sup> 21.

# N<sup>o</sup> 20. At Guildhall, London, May 2d, 1759.

Memorandum, that W. S. the Person against whom Memorandum of the Commission of Bankrupt is awarded, appearing the Bankrupt's again before us the major Part of the Commissioners Examination in the said Commission named and authorized, in order and Discovery. to finish his Examination, pursuant to Notice in the London Gazette for that Purpose given, and being now sworn and examined upon his Oath saith, that the three several Paper Writings marked with the Letters A, B, and C, and six Shillings and two Pence in Money now delivered up to the Commissioners, do contain a full and true Disclosure and Discovery of all his Estate and Effects real and personal, and how and in what Manner, to whom and upon what Consideration, and at what Time or Times, he hath disposed of, assigned, or transferred any of his Goods, Wares, Merchandizes, Money or other Estate, and of all Books, Papers and Writings relating thereunto, of which he was possessed, or in or to which he was any ways interested, or intitled, or which any Person or Persons had or hath in Trust for him, or for his Use, at any Time before or after the Suing out of the said Commission, or whereby he or his Family hath or have, or may have or expect any Profit, Possibility of Profit, Benefit or Advantage whatsoever, except such Part only of his Estate and Effects, as have been really and bona fide sold or disposed of in the Way of his Trade and Business, and except such Sum and Sums of Money as have been laid out in the ordinary and necessary Expence of himself and Family; and this Examinant further saith, that at the Time of his former Examination, and at this, the Time of his last Examination, he hath delivered up to the said Commissioners, or the major Part of them, all such Part of his this Examinant's Goods, Wares, Merchandizes, Money, Estate and Effects, and all Books, Papers and Writings relating thereunto, as at the Time of such his Examination now are or then were in his Possession, Custody or Power (the necessary wearing Apparel of this Examinant, his Wife and Children, only excepted); and this Examinant further saith, that he hath not removed, concealed or imbezilled any Part of his Estate and Effects, either real or personal, or any Books of Accounts, Papers or Writings relating thereto, to any Person or Persons whatsoever, with Intent to defraud his Creditors, or whereby he expects or can receive any Benefit to himself or Family.

W. S.

The Bankrupt's Accounts should be drawn up clear and satisfactory, which must be signed, and delivered up by him, to be filed amongst the

*the Proceedings, being first exhibited to, and signed by the Commissioners.*

Or thus.

— Upon his Oath saith, that the Paper Writing hereunto annexed, marked with the Letter *A*, and signed by this Examinant under each Column; and also the other Paper Writing hereunto annexed marked with the Letter *B*, and also signed by this Examinant under each Column, and delivered by this Examinant to the said Commissioners, and the Goods and Effects seized and taken by the Messenger under the said Commission, together with all Books, Papers and Writings delivered by this Examinant to the Assignees chosen under the said Commission, together with the Sum of ——— one Silver Watch, and a Pair of Silver Shoe Buckles, &c. Do contain a full and true Disclosure and Discovery, &c.

N<sup>o</sup> 21. At Guildball, London, May 2d, 1759.

Memorandum, that it being admitted by *J. P.* and *C. D.* Assignees of the Estate and Effects of *W. S.* the Person against whom the Commission of Bankrupt hath been awarded before us, that they the said Assignees now have in their Hands Money sufficient to pay all the Creditors of the said *W. S.* who have already proved their Debts under the said Commission, six Shillings in the Pound for every Pound so proved under the said Commission; We do therefore pursuant to the said Admission, and at the Desire of the said Creditors, order and appoint that the said *J. P.* and *C. D.* do forthwith pay and divide unto and amongst the Creditors of the said *W. S.* who have proved their Debts under the said Commission, six Shillings in the Pound in Proportion to their several and respective Debts.

N<sup>o</sup> 22. At Guildball, London, as above.

Memorandum, this being the Day appointed in the London Gazette for *W. S.* the Person against whom the Commission of Bankrupt is awarded, to surrender himself to the Commissioners in the said Commission named and authorized, and to make a full Disclosure and Discovery of all his Estate and Effects, the said *W. S.* did not attend, although we staid till past twelve of the Clock.

N<sup>o</sup> 23.

N<sup>o</sup> 23. A Bankrupt's Certificate.

To the Right Honourable Sir *Robert Henley* Knt. Lord Keeper of the  
Great Seal of *Great Britain*.

**W**E G. W. R. C. Esqrs. S. B. C. H. and F. D. Gent. or the major Part of us, whose Names are hereunto subscribed and Seals set, the Commissioners named and authorized in and by a Commission of Bankrupt awarded against *W. S.* of the Parish of ——— in the County of *Middlesex*, Sugar Refiner, bearing Date at *Westminster*, the ——— Day of ——— in the ——— Year of the Reign of our Sovereign Lord *George* the Second, having begun to put the said Commission in Execution, and found that the said *W. S.* did before the Date and Suing forth of the said Commission, and since the seventeenth Day of *May* one thousand seven hundred and twenty-nine, become a Bankrupt within the true Intent and Meaning of some or one of the Statutes made and now in force concerning Bankrupts, Do humbly certify to your Lordship, that the said *W. S.* did on the 28th Day of *March* in the Year of our Lord one thousand seven hundred and fifty-nine surrender himself to us or the major Part of us, pursuant to Notice in the *London Gazette* for that Purpose given, and did sign or subscribe such Surrender, and did submit himself to be examined from Time to Time upon Oath by and before us or the major Part of us, and in all Things did conform himself to the several Statutes made and now in force concerning Bankrupts, and particularly to the Act made in the fifth Year of his present Majesty's Reign, intituled, "An Act to prevent the committing of Frauds by Bankrupts;" whereupon and for the better Discovery of the Estate and Effects of the said *W. S.* and putting the said Acts and the said Commission in Execution, we or the major Part of us have had three or more several Meetings upon the said Commission for the Examination of the said *W. S.* and caused due Notice to be published in the *London Gazette* of the Time and Place, when and where we intended to meet for taking such Surrender and Examination, and for the said Bankrupt's delivering up his Estate and Effects, and all Books, Papers and Writings relating thereto, and for the Creditors of the said *W. S.* to prove their Debts before us at such Meetings, at which Meetings the said *W. S.* hath been examined from Time to Time upon Oath by and before us, or the major Part of us, according to the Directions of the said last mentioned Act; and we likewise gave Notice in the *London Gazette* of the Time and Place, when and where we intended to meet for the said *W. S.* to finish his Examination before us, and that such of the Creditors as had not proved their Debts before us might at such Meetings prove the same, and be present at his finishing his said Examination, and shew Cause why we should not make this Certificate, in order for the said *W. S.*'s being discharged from all his Debts according to the said last mentioned Act; and we further humbly certify unto your Lordship, that the said *W. S.* did at the Time and Place appointed for his last Examination attend us or the major Part of us, and finish his Examination before us, according to the Directions of the said last mentioned Act, and that none of the Creditors of the said *W. S.* who

F

have



have proved their Debts before us or the major Part of us, have shewn any Cause against our making this Certificate; and we do further humbly certify unto your Lordship, that the said *W. S.* hath upon such his Examination made a full Discovery of his Estate and Effects to us or the major Part of us, and in all Things conformed himself to the several Statutes made and now in force concerning Bankrupts, and particularly according to the Directions of the said last mentioned Act; and that there doth not appear to us any Reason to doubt of the Truth of such Discovery, or that the same is not a full Discovery of all the Estate and Effects of the said *W. S.* And we humbly certify, that the Creditors, whose Names or Marks are hereunto subscribed or set, are full *four Parts in five* in Number and Value of the Creditors of the above named *W. S.* and they are Creditors for not less than twenty Pounds respectively, and have duly proved their Debts under the said Commission; and lastly we humbly certify, that it doth appear to us upon due Proof, that all the said Creditors have already signed or set their Marks to this Certificate, certifying their Consent to such Allowance as by the said last mentioned Act is made to Bankrupts, and to this Certificate, and to the said Bankrupt's Discharge from his Debts, in pursuance of the same Act. *In witness* whereof we or the major Part of us have hereunto set our Hands and Seals this — Day of — in the Year of our Lord 1759.

*We the Creditors of the above named  
W. S. whose Names are hereunto  
subscribed, Do testify and declare  
our Consent to the Commissioners  
Signing the said Certificate, and  
that the said W. S. may have such  
Allowance and Benefit as are given  
to Bankrupts by the Act of Parlia-  
ment last above mentioned, and that  
he be discharged from his Debts in  
pursuance of the same Act.*

G. W. (L. S.)  
S. B. (L. S.)  
C. H. (L. S.)

A. B.	G. H.	N. O.	T. U.
C. D.	J. K.	P. Q.	W. X.
E. F.	L. M.	R. S.	Y. Z.

N<sup>o</sup> 24. At Guildball, London, June —.

*Memorandum of  
Commissioners  
signing the Bank-  
rupt's Certificate.*

Memorandum, that we the major Part of the Commissioners named and authorized in the Commission of Bankrupt awarded against *W. S.* who have hereunto subscribed our Names, did on the Day and Year and at the Place above written duly sign and seal the said Bankrupt's Certificate, having first examined the Proceedings and the Proof of the Creditors Debts, signing such Certificate.

N<sup>o</sup> 25.

N<sup>o</sup> 25. Affidavit of seeing the Creditors of the Bankrupt signing his Certificate.

*In the Matter of W. S. a Bankrupt.* P. 2. of ——— maketh Oath, that he this Deponent did see A. B. C. D. E. F. G. H. &c. severally subscribe their respective Names to a Consent, at the Foot of a certain Instrument in Writing, intended to be a Certificate under the Hands and Seals of the major Part of the Commissioners named and authorized in and by a Commission of Bankrupt awarded and issued out against W. S. of ——— that he the said W. S. hath in all Things conformed himself to the several Statutes made and now in force concerning Bankrupts, whereby they do severally testify and declare their Consent to the said Commissioners Signing and Sealing the said Certificate, and that the said W. S. may have such Allowance and Benefit as are given to Bankrupts by an Act of Parliament made in the fifth Year of the Reign of his Majesty King George the Second, intituled, "An Act to prevent the committing of Frauds by Bankrupts," and be discharged from his Debts in pursuance of the said Act.

P. 2.

Sworn at the public Office ——— &amp;c.

N<sup>o</sup> 26. Affidavit of the Bankrupt's obtaining his Certificate without Fraud.

*In the Matter of W. S. a Bankrupt.* W. S. of ——— against whom a Commission of Bankrupt hath issued, maketh Oath, that the Certificate bearing Date the ——— Day of ——— 1759. under the Hands and Seals of G. W. Esquire, S. B. and C. H. Gent. whereby they have certified to the Right Honourable Sir Robert Henley Knt. Lord Keeper of the Great Seal of Great Britain, that he this Deponent hath in all Things conformed himself according to the Directions of an Act of Parliament made and passed in the fifth Year of his present Majesty's Reign intituled, "An Act to prevent the committing of Frauds by Bankrupts," and the Consent of all this Deponent's Creditors who have set their Names or Marks at the Foot of the said Certificate, that the said Commissioners may sign and seal the same, and that this Deponent may have such Allowance and Benefit as are given to Bankrupts by the said Act, and be discharged in pursuance thereof, was obtained fairly and without Fraud.

W. S.

Sworn at the public Office, &amp;c.

N<sup>o</sup> 27. At Guildhall, London, ——— 1759.

*Order of Distribution.* Memorandum, this being the Day appointed in the London Gazette, for making a Dividend of the Estate and Effects of W. S. the Person against whom a Commission of Bankrupt hath issued, it appeared to us the major Part

Part of the Commissioners named and authorized in and by the said Commission, that the Debts proved under the said Commission do amount in the whole to the Sum of one thousand two hundred and fifty-three Pounds fourteen Shillings and one Penny; and it appearing to us by the Account of *Joseph P. Merchant*, and *C. D. Wine-Cooper*, the Assignees under the said Commission, this Day exhibited to us upon Oath, that the Sum total of the said Bankrupt's Estate, now remaining in their Hands to be divided, doth amount to the Sum of four hundred and sixty-three Pounds twelve Shillings and four Pence: Now we do order and direct, that out of the Monies remaining in the Hands of the Assignees as aforesaid, a Dividend of six Shillings in the Pound be paid to such of the Bankrupt's Creditors as have already proved their Debts and sought Relief under the said Commission, in Proportion to their several Debts, which said Dividend of six Shillings in the Pound amounts to three hundred seventy-six Pounds and two Shillings, as we compute the same, and after Payment thereof, there will remain in the Hands of the said Assignees the Sum of eighty-seven Pounds ten Shillings and four Pence, which they are to retain towards answering future Charges and making a further Dividend.

N<sup>o</sup> 28. At Guildhall, London, ——— 1759.

Memorandum, this being the Day appointed in the *London Gazette*, for making a further Dividend of the Estate and Effects of *W. S.* the Person against whom a Commission of Bankrupt hath been awarded; it appeared to us the major Part of the Commissioners named and authorized in and by the said Commission, that by an Order

*An Order for a final Dividend;*

*Or which may serve for a further Dividend, &c.*

of Distribution made the ——— Day of ——— last, the Debts then proved under the said Commission amounted in the whole to the Sum of one thousand two hundred and fifty three Pounds fourteen Shillings and one Penny, and that the Sum total of the said Bankrupt's Estate then remaining in the Hands of *J. P. Merchant*, and *Mr. C. D.* the Assignees under the said Commission, did amount to the Sum of four hundred sixty-three Pounds twelve Shillings and four Pence; it was thereby ordered and directed, that a Dividend of six Shillings in the Pound should be paid to such of the Bankrupt's Creditors as had proved their Debts and sought Relief under the said Commission, in Proportion to their several Debts, which said Dividend of six Shillings in the Pound did amount to the Sum of three hundred seventy-six Pounds two Shillings, as the said Commissioners did compute the same, and after Payment thereof, there would remain in the Hands of the said Assignees the Sum of eighty-seven Pounds ten Shillings and four Pence, which they were to retain towards answering future Charges and making a further Dividend. And it appearing to us by the Account of the said Assignees this Day exhibited to us upon Oath, that the Sum total of the said Bankrupt's Estate since got in and received by them, doth amount to the Sum of eight Pounds fifteen Shillings and three Pence, which being added to the said Sum of eighty-seven



seven Pounds ten Shillings and four Pence, make together the Sum of ninety-six Pounds five Shillings and seven Pence; and it also appearing to us by the Account of the said Assignees, and also by a Certificate of Edmund S. Esquire, one of the Masters of the Court of Chancery, bearing Date the third Day of ——— 1759. of his having settled and taxed a Bill of Fees and Disbursements of Mr. R. B. Clerk to the said Commission, at the Sum of twelve Pounds eighteen Shillings and eight Pence, and by another Certificate of F. E. Esquire, another of the Masters of the said Court of Chancery, bearing Date the ——— Day of ——— 175—. of his having settled and taxed another Bill of Fees and Disbursements of the said R. B. under the said Commission, including the Costs of several Actions at Law, at the Sum of thirty-three Pounds twelve Shillings and ten Pence; that they the said Assignees have paid, laid out and expended the Sum of fifty-five Pounds twelve Shillings and three Pence, which being deducted from the said Sum of ninety-six Pounds five Shillings and seven Pence, reduces the same to the Sum of forty Pounds thirteen Shillings and four Pence, which said Sum now remains in the Hands of the said Assignees to be divided. And it

*If no Debts remain to be proved at this Sitting, then what is in Italicks may be omitted.* appearing to us, that the Debts proved under the said Commission, including the Debts that have been this Day proved to the amount of forty-five Pounds six Shillings and five Pence, do make together the Sum of one thousand two hundred and ninety-nine Pounds and six Pence: Now we do order and direct that a Dividend of six

Shillings in the Pound shall be paid to such of the said Creditors who have this Day proved their Debts, which will come to thirteen Pounds twelve Shillings and nine Pence, and after the Payment thereof there will remain in the Hands of the said Assignees the Sum of twenty-seven Pounds one Shilling and four Pence. And we do order and direct, that out of the Monies so remaining in the Hands of the said Assignees as aforesaid, a Dividend of five Pence in the Pound be paid to all the Bankrupt's Creditors, who have already proved their Debts and sought Relief under the said Commission, in Proportion to their several Debts, which said Dividend of five Pence in the Pound amounts to the Sum of twenty-seven Pounds one Shilling and three Pence, as we compute the same, and after Payment thereof there will remain in the Hands of the said Assignees the Sum of one Penny and no more. But if any Thing considerable is left in Hand, or Debts remain to be got in; so that this is intended only as another further Dividend, then conclude it as the former Order of Distribution, viz. which they are to retain towards answering future Charges and making a further Dividend.

N<sup>o</sup>. 29. **Bill of Costs** of the petitioning Creditor  
against *W. S.* a Bankrupt.

	l.	s.	d.
Drawing Affidavit of Debt, Duty and Oath. _____	5		6
Bond to Lord Keeper. _____	6		
Paid for Commission at a private Seal. _____	9		2
Fee for Suing out Commission. _____	1	1	
Attending to consult with petitioning Creditor how to prove the Bankruptcy, and attending with him to find proper Persons to prove the same. }	13		4
Commissioners and Clerks sitting at the <i>Rolls Coffee- House</i> , when the Act of Bankruptcy was found. }	4		
Their first Sitting at <i>Guildhall</i> . _____	4		
Their second Sitting there. _____	4		
Their Sitting to examine and execute Assignment. _____	4		
Paid Messenger's Bill. _____	10	10	
	37	16	

The Commissioners Order for Payment of the above Bill.

*November 3d, 1759.*

We whose Names are hereunto subscribed, being the major Part of the Commissioners named and authorized in a Commission of Bankrupt awarded against *W. S.* having inspected the above Bill of Charges and Disbursements, do tax and ascertain the same at the Sum of thirty-seven Pounds sixteen Shillings, and we do hereby direct and Order Mr. *J. P.* and Mr. *C. D.* the Assignees of the Estate and Effects of the said Bankrupt, to pay the said Sum of thirty-seven Pounds sixteen Shillings out of the first Money or Effects of the said Bankrupt, that shall be got in and received under the said Commission. Witness our Hands the Day and Year above mentioned.

*G. W.*

*S. B.*

*C. H.*

N<sup>o</sup> 30. **A Discharge** for the Dividends to be signed by  
the several Creditors.

*Ingross the Order of Distribution verbatim on a large Piece of Parchment, or make a full Recital of the same, viz. Whereas at a Meeting of the Commissioners under the Commission issued against W. S. of \_\_\_\_\_ on the \_\_\_\_\_ Day of \_\_\_\_\_ last, for making a Dividend of the said Bankrupt's Estate and Effects, It was ordered, &c. then,*

We whose Names are hereunto subscribed, Creditors who have proved our Debts under the Commission issued against the above named *W. S.*

*W. S.* Do hereby acknowledge to have had and received of and from *J. P.* and *C. D.* the Assignees of the Estate and Effects of the said *W. S.* our several and respective Proportions, shares or Dividend of six Shillings in the Pound, pursuant to the above recited Order of Distribution made by the said Commissioners, the \_\_\_\_\_ Day of \_\_\_\_\_ last, as Witness our Hands.

Creditors Names.	Debts as proved.	Dividends thereof.	Received by.

*If for a further or final Dividend, say our several and respective Proportions, Shares or Dividends of six Shillings in the Pound, and five Pence in the Pound, pursuant to the two several above recited Orders of Distribution.*

*The Dividends being thus computed, will save the Assignees a great deal of Trouble in the Payment of them.*

*N. B.* The Expence of computing the Dividends by the Solicitor, and ingrossing the Discharge as above, will be allowed in the Assignees Accounts.

## N<sup>o</sup> 32. A Petition to supersede a Commission of Bankruptcy.

*In the Matter* To the Right Honourable Sir Robert Henley, Knt. Lord  
of *W. S. a* Keeper of the Great Seal of Great Britain.  
*Bankrupt.*

The humble Petition of *W. S. a Bankrupt,*

*Sheweth,*

**T**HAT a Commission of Bankrupt issued against your Petitioner, bearing Date the \_\_\_\_\_ Day of \_\_\_\_\_ last, directed to \_\_\_\_\_

That the major Part of the said Commissioners in and by the said Commission named and authorized, proceeded upon the said Commission, and declared your Petitioner a Bankrupt, and executed to *J. P.* and *C. D.* an Assignment of your Petitioner's Estate and Effects, and your Petitioner has finished his last Examination before the said Commissioners.

That the several Persons whose Names are hereunto subscribed, are all the Creditors of your Petitioner who have proved or claimed any Debt under the said Commission, and your Petitioner having come to an Agreement



Agreement with them, and they having consented that the said Commission should be superfeded ;

*Your Petitioner therefore humbly prays your Lordship, that the said Commission may be immediately superfeded, and that a Writ of Superfedas may issue for that Purpose.*

W. S.

We whose Names are hereunder written do hereby consent to the Prayer of the above Petition.

A. B.  
C. D.  
E. F.  
G. H.  
&c.

## T A B L E.

<b>A</b> DVERTISEMENT. 7	Creditors. 12, 20, 22, 26, 35
Affidavit. 19, 24, 27, 35	Deposition. 20, 22
Affirmation. 23, 35	Dittribution. 35
Assignee. 11, 24, 25, 26, 32	Dividend. 32, 36, 38
Assignment. 28, 30	Exception. 22
Attorney. (Letter of) 26	Letter of Attorney. 26
Bankrupt. 1, 14, 24, 27, 31, 33, 35	Meetings. 6, 7
Bill of Costs. 38	Memorandum. 19, 21, &c.
Bond. 19	Oath. 25
Certificate. 33, 34, 35	Order. 32, 35, 36, 38
Commission. 6	Partner. 23, 38
—— superfeding it. 17, 39	Petition. 39
Commissioners. 9	Quakers Affirmation. 23
—— <i>qui tam</i> . 11	Superfeding Commission. 17, 39
Costs. (Bills of) 38	

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